



**REQUEST FOR PROPOSAL
RFP 10-11-13**

**CONTRACT LAW ENFORCEMENT SERVICES
FOR THE NORMAN Y MINETA SAN JOSE
INTERNATIONAL AIRPORT**

Date: February 4, 2010

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1 INTRODUCTION

The City of San Jose (City) is seeking proposals from qualified Public Agencies or Private Firms to provide contract law enforcement services for the Norman Y Mineta San Jose International Airport (Airport). At the conclusion of the proposal evaluation process as described in this RFP, the evaluation team will rank the finalists selected for negotiation. The City will negotiate with the highest ranked Proposer in an effort to conclude an agreement that can be presented for approval to the City Council. In the event that negotiations do not reach an agreement with the first ranked Proposer, then the City may proceed with negotiating with the next highest ranked Proposer, and so on.

For security purposes, staffing levels and specific details regarding the Airport's security requirements cannot be disclosed in this RFP. The City will share this information with the Proposer that has been selected for negotiations as described above so that staffing levels may be finalized.

2 PROJECT GOALS AND OBJECTIVES

The selected Proposer shall be responsible for providing all labor, equipment and materials required for these services. The City will supply an office and briefing facilities, locker rooms, armory and vehicles necessary to support the services specified in this RFP. The selected proposer will provide contract armed law enforcement services for the Airport in accordance and full compliance with applicable local, state and federal regulations. Special adherence shall be paid to compliance with applicable sections of 49 CFR Part 1542. The selected proposer will also be responsible for compliance with the Transportation Security Administration (TSA) approved Airport Security Plan and applicable sections of Airport Certification Manual and Airport Emergency Plan. Only a general introduction is provided in this section, for additional details on the RFP scope refer to the Scope of Services per Attachment A.

3 MINIMUM QUALIFICATIONS

Bidder will be considered "non-responsive" to this request and disqualified from further consideration if the following minimum qualifications are not met, and other documents as specified are not provided.

3.1 Proposing companies must have at least three (3) years professional experience providing and managing armed security guard services to large facilities for government/public agencies, corporations or other business entities where twenty or more armed guards are required per day and where the current contract value is over \$750,000 per year, and can provide three references that support these qualifications. Experience providing or managing security for a U.S. 14 CFR Part 139 Certificated Airport is preferred. Reference information should be provided using Attachment E - Previous Customer Reference form

3.2 Proposing companies must meet state and local requirements for armed security/law enforcement services, including if applicable, but not limited to those set forth in the California Business and Professions Code and related regulations. Proposers shall certify this requirement in Attachment C - Proposal Certification Form.

4 TERM OF AGREEMENT

4.1 The term of this agreement is for five (5) years with five (5) one-year options to renew the agreement at the sole discretion of the City, for a total of ten (10) years.

5 COMPLETE RFP

This document describes the goals and objectives of this procurement, the RFP process, and RFP provisions. In addition, the following attachments, exhibits and/or appendices are included:

5.1 ATTACHMENTS:

Attachment Number	Title
A	Scope of Services
B	Cost Proposal Form
C	Proposal Certification Form
D	Proposer Questionnaire
E	Previous Customer Reference Form
F	Local/Small Business Enterprise Preference Request
G	Exemplar Agreement
H	Summary of City Ordinance No. 28862, Ordinance 28862, Living Wage Determination
I	Employee Work Environment and Labor Peace Questionnaire
J	Insurance Requirements
K	Labor Compliance Addendum

5.2 APPENDICES:

Number	Title
1	Transportation Security Administration 49 CFR 1542

6 PROCUREMENT TIMELINE

Date	Event
February 4, 2011	RFP Released
February 14, 2011	Deadline for Objections and Questions
February 15, 2011	Pre-Proposal Conference
February 23, 2011	City's Response to Written Questions
March 8, 2011 3:00PM PST	RFP Due Proposal submission due date: March 8, 2011 Deliver Proposals by 3:00 PM PST Finance Department/Purchasing Division 200 East Santa Clara Street, 13 th Floor San Jose, CA 95113 Attn: Carla Mehrkens ***Note that late proposals shall not be accepted per Section 13***
Week of 3/21	Oral Interviews for selected proposed

7 CONTACT INFORMATION

City of San Jose Finance/Purchasing, 13 th Floor 200 E. Santa Clara St. San Jose, CA 95113 Attn: Carla Mehrkens Phone: 408-535-7059 Fax: 408-292-6480 E-mail: carla.mehrkens@sanjoseca.gov
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8 HOW TO OBTAIN THIS RFP

8.1 This RFP may be downloaded from the BidSync e-Procurement system located at www.bidsync.com. Suppliers can also find a link at the City of San Jose Bid-Line Web site at www.sanjoseca.gov/purchasing/default.asp. At either Web site, follow the links to register for the on line service. You may register for free either on-line or by calling BidSync Vendor Support at **1-801-765-9245** and telling the support representative that you are registering for City of San José procurements.

8.2 All addenda and notices related to this procurement will be posted by the City on BidSync. In the event that this RFP is obtained through any means other than BidSync, the City will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

9 PRE PROPOSAL CONFERENCE

9.1 DATE AND TIME

A Mandatory Pre-Proposal Conference will be held on February 15,, 2011 8:30 am Pacific Time. This meeting requirement may be met by attending in-person. The purpose of this meeting is for City Staff to present an overview of the RFP, and answer any questions and provide a tour of facilities referenced in the RFP. City Staff reserves the right not to answer any questions that are non-applicable or inappropriate. At its discretion, Staff may defer certain questions and respond to all proposers in writing after the meeting.

9.2 INSTRUCTIONS FOR ATTENDING IN-PERSON:

Location: Mineta San Jose International Airport
Airport Administration
1701 Airport Blvd. Ste. B1130
San Jose, CA 95110

You may park in the Terminal A parking garage. Exit the parking garage on the south end and walk across the street to the terminal building. Turn south and walk toward the flag poles. The Airport Administrative offices are just prior to the flag poles. The City will validate parking.

10 PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

Questions pertaining to this RFP should be submitted via BidSync System. Please submit all questions by the deadline indicated in the procurement timeline, Section 6. The City will provide a written response to all pertinent questions in the form of an Addendum.

11 OBJECTIONS

Any objections as to the structure, content or distribution of this RFP must be submitted in writing to the purchasing contact identified in Section 7 prior to the submission deadline for Questions and Answers. Objections must be as specific as possible, and identify the RFP section number and title, as well as a description and rationale for the objection.

12 SUBMISSION OF PROPOSALS

12.1 Submit one (1) original and five copies of the technical proposal clearly marked as such. The outside of the box or package and the cover or title page of each proposal shall be marked as follows: RFP 10-11-13, Contract Law Enforcement Services Proposal. In addition, include an electronic copy of your proposal on a CD or DVD, in PDF format.

12.2 Submit one (1) copy of your cost proposal (Attachment B) in a separate sealed envelope clearly marked on the outside: RFP 10-11-13, Contract Law Enforcement Services Proposal. Include an electronic copy on the CD or DVD required in Section 12.1.

12.3 Refer to the procurement timeline in Section 6 for due dates and delivery locations.

12.4 All Proposals shall be submitted as hard copy bound documents. The Original hard copy version of the proposal will be considered the official proposal submission.

12.5 Hard copy RFP documents are to be printed on paper that contains a minimum of 30% PCW, Chlorine Free. 100% PCW, Chlorine Free is preferred.

12.6 All pages shall be sequentially numbered and a table of contents shall be provided.

12.7 The font size on each page shall be 11 point Times New Roman or Arial font.

12.8 The pages shall be double sided with a maximum of one and one half line spacing.

13 LATE PROPOSALS

Late proposals shall be rejected and returned to the proposer. This deadline is absolute and proposals received after the due date and time shall not be considered. Proposers must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time.

14 RESPONSE DOCUMENTS / SUBMISSION REQUIREMENTS

In order to expedite the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores, or if found to be non-responsive, be disqualified. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City's sole discretion. Proposals shall include the following information in the format indicated

14.1 COVER LETTER

Include a cover letter identifying the Proposer and the proposal package being submitted. Include other important general information that is deemed significant enough to be highlighted. The letter shall provide the name, title, address, telephone number, and fax number of the individual authorized to contractually bind the firm and be signed by the authorized individual.

14.2 EXECUTIVE SUMMARY

Include a summary containing highlights of the proposal approach, describing how the project team would be organized, and how the Contractor will ensure responsiveness to City staff and project requirements.

14.3 TECHNICAL RESPONSE

14.3.1 Management and Staffing Plan to include:

14.3.1.1 Key Personnel Assignments, Responsibilities and Experience, include a one Page Resume for each Key Personnel that would be assigned to services at the San Jose Airport. Proposers should indicate if the employees assigned to provide services at the Airport are current or retired law enforcement, or have prior law enforcement or military law enforcement experience, as experience in these areas is preferred

14.3.1.2 Minimum Standards: A description of the Proposer's minimum standards (e.g., education, training, physical ability) for employees hired to perform armed security or law enforcement services.

14.3.2 Operations Plan to include:

14.3.2.1 A description of a current assignment with an airport or high profile entity that Proposer is under contract with, including the number of staff employed, responsibilities covered by your firm, and the length of contract term. Also indicate if your company has had experience working with TSA.

14.3.2.2 Description of your Proposer's policies or procedures for communications, training and development of staff to have a consistent response to non-standard issues such as arrests or use of force.

14.3.2.3 Copies of Incident and Report writing forms

14.3.2.4 Percentage of staff to be committed to the Airport contract that are sworn or prior sworn personnel, if any

14.3.2.5 A High Level Project Plan with timeline for the transition to contractual services. The plan should provide details and a thorough implementation control schedule for systematically taking over these services with minimal disruption to the Airport.

14.3.2.6 Training Program and Certifications and sign off documentation

14.3.3 A sample staffing plan to demonstrate 24/7 staffing, allocating the majority of resources between 0400 – 0001 and limited staffing between 0001-0400.

14.3.4 Proposers are also encouraged to provide a list of additional services for the Airport's consideration which shall be provided at no additional cost to enhance current services.

14.3.5 State Certifications, if applicable, for Armed Security Company, including Armed Private Patrol Operator License issued by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services

14.3.6 Provide City any additional information from your firm you feel is pertinent to this solicitation.

14.4 COST PROPOSAL

14.4.1 Submit in accordance with Section 12.2 of this RFP.

14.5 ATTACHMENTS

14.5.1 Required Attachment Submittals – The following documents **must** be completed and submitted with your technical proposal:

14.5.1.1 Attachment C, Proposer Certification

14.5.1.2 Attachment E, Previous Customer Reference Worksheet

References to meet the minimum requirements of Section 3, provide three references including background information, along with appropriate point of contact information on references to substantiate qualifications and capabilities of the Proposing Firm to successfully provide the services as outlined in this RFP. Background information shall include project size and details to substantiate that the project and site were similar in size to the Airport and scope of services to be provided pursuant to this RFP

14.5.2 Additional Attachment Submittals

14.5.2.1 Attachment D, Proposer Questionnaire

14.5.2.2 Attachment F, Local and Small Business Preference: This form must be provided if the proposer is requesting consideration for the local and/or small business preference. If this form is not included with your proposal, consideration for the local and small business preference shall not be granted. This form may not be submitted at a later date.

14.5.2.3 Attachment G, Exemplar Agreement with Exhibits. Note any exceptions to the Terms and Conditions of the Exemplar Agreement. If there are no exceptions, please return the first page of the Agreement marked "No Exceptions". Please note that excessive changes may result in lower proposal scores, or disqualification of proposal.

14.5.2.4 Attachment I, Employee Work Environment and Labor Peace Questionnaire.

14.5.3 Post Award Submittal Requirements

Awardee is required to submit the following documents within ten (10) days from the final day of the protest period date after the Recommendation of Award. Failure to provide the documents within this time frame may result in withdrawal of the award recommendation, and select the next highest ranked proposer for award.

14.5.3.1 Exhibit J, Insurance Requirements – Certificate of Insurance

14.5.3.2 Exhibit K, Labor Compliance Addendum

15 REVIEW PROCESS AND EVALUATION CRITERIA

15.1 PROPOSAL RESPONSIVENESS.

15.1.1 Required Documentation: Proposals will be reviewed to determine if all required documentation was included with the proposal submittal as described in Section 14.

15.1.2 Proposals that fail to include the required documents with their technical and cost proposals will be disqualified from further consideration.

15.2 PROPOSAL REVIEW AND EVALUATION.

15.2.1 Technical proposals will be evaluated against the general criteria and weighted scores will be applied as described in Section 15.6.

15.2.2 The City may seek written clarification from any or all proposers in order to better understand and evaluate the proposed solution. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

15.3 COST PROPOSAL REVIEW AND EVALUATION.

Pricing will be evaluated and weighted in accordance with the table in Section 15.6 on the base price. Pricing shall be firm fixed annually. During this period the price may not change. Annual increases if any will be based on the CPI Index describe in Attachment B, Cost Proposal.

15.4 PRESENTATIONS/ORAL INTERVIEWS.

Finalists may be invited to present oral presentations for the purpose of introducing key members of the Proposer’s project team, and allowing the City to fully understand the Proposer’s ability to meet the evaluation criteria. Oral presentations will not be scored separately. Instead the City may modify proposal scores and resulting rankings based on the oral presentation.

15.5 BEST AND FINAL OFFER (BAFO).

15.5.1 A Best and Final Offer (BAFO) may be held with finalists that have scored in the competitive range if additional information or clarification is necessary in order to make a final decision. The BAFO may allow proposers to revise their original technical and/or cost proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.

15.5.2 The City will request only one BAFO, unless the Purchasing Officer determines in writing in the procurement file that another BAFO is warranted.

15.5.3 Proposers are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there would be an additional opportunity to amend their technical or price proposals after the original submission of technical and price proposals. Proposers may not request an opportunity to submit a BAFO.

15.6 PROPOSAL EVALUATION WEIGHTING CRITERIA

Criteria	Weight
Technical Capabilities	45%
Experience	35%
Cost	10%
Local Business Preference	5%
Small Business Preference	5%

TOTAL	100%
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16 BASIS OF AWARD

16.1 Award will be based on the overall highest ranked proposer score in accordance with Section 15.6.

16.2 Should the City, in its sole discretion, determine that a multiple award is required; the award will be made in accordance with the scores/rankings.

16.3 Should either of the selected proposers fail to provide post award documents as required, the City, in its sole discretion, may withdraw the award recommendation, and select the next highest ranked proposer for award.

16.4 The City reserves the right to accept an offer in-full, or in-part, or to reject all offers.

17 PROTESTS

17.1 If an unsuccessful Proposer wants to dispute the award recommendation, the Protest must be submitted in writing to the Purchasing Officer no later than ten calendar days after announcement of the successful Proposer, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Section 11. Failure to submit a timely written Protest to the Purchasing Officer will bar consideration of the Protest.

The address for submitting protests is:
City of San Jose
200 East Santa Clara Street, 13th Floor
San Jose, CA 95113
Attention: Purchasing Officer

18 GENERAL INFORMATION

18.1 The City reserves the right to accept or reject any item or group(s) of items of a response. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal.

18.2 The City is not required to accept the lowest price proposal. Responses will be evaluated to determine the most advantageous proposal on a variety of factors including but not limited to price, experience, and performance capabilities.

18.3 Final award shall be contingent upon reaching an agreement on software licensing terms, if applicable.

18.4 Do not include sales tax in your price quotation. The City will work with the selected supplier to add sales tax as appropriate and incorporate it into the Purchase Order.

18.5 Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.

18.6 The City reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the Proposer.

18.7 The City may require financial statements for the last two fiscal years as certified by an independent Certified Public Accountant. Do not submit these documents unless they are requested.

19 GROUNDS FOR DISQUALIFICATION

19.1 All Proposers are expected to have read and understood Council Policy 0-35 titled Procurement and Contract Process Integrity and Conflict of Interest adopted on February 6, 2007 (“Policy” or “Process Integrity Guidelines”). A complete copy of the Policy can be found at:

http://www.sanjoseca.gov/clerk/cp_manual/CPM_0_35.pdf

19.2 Any proposer who violates the Policy will be subject to disqualification. Generally, the grounds for disqualification include:

19.2.1 Contact regarding this procurement with any City official or employee or Evaluation team member other than the Procurement Contact from the time of issuance of this solicitation until the end of the protest period.

19.2.2 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms, or conditions of this proposal.

19.2.3 Influencing any City staff member or evaluation team member throughout the solicitation process, including the development of specifications.

19.2.4 Evidence of submitting incorrect information in the response to a solicitation or misrepresentation of or failure to disclose material facts during the evaluation process.

19.3 In addition to violations of the Process Integrity Guidelines, the following conduct may also result in disqualification:

19.3.1 Offering gifts or souvenirs, even of minimal value, to City officers or employees.

19.3.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.

19.3.3 Evidence of Proposer’s inability to successfully complete the responsibilities and obligations of the proposal.

19.3.4 Proposer's default under any City agreement, resulting in termination of such Agreement.

20 ADDENDA AND INTERPRETATION

20.1 The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, requests for clarification may be sent via e-mail or fax to the attention of the contact named in Section 7.

20.2 Proposer requests for clarification shall be deliverable as stated in Section 6. Any City response to a request for clarification will be made in the form of an addendum to this RFP. All addenda shall become part of this RFP.

20.3 Receipt of all addenda should be acknowledged using Attachment C, Proposal Certification, Paragraph 5.

21 PROPOSAL SUBMISSION

21.1 This RFP does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.

21.2 After acceptance of the successful proposal by the City, the successful Proposer(s) shall be obligated to enter into an agreement consistent with the proposal submitted.

21.3 Should the successful Proposer fail to execute the agreement, the City shall have the right to seek legal remedies against the Proposer, including forfeiture of the Proposal Bond, if any, and an action for damages and shall have the right to award to the next responsive Proposer.

22 EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that Proposer was not fully informed as to any fact or condition.

23 CODE ADHERENCE, PERMITS AND FEES

Contractor shall agree to abide by all laws, rules and regulation of the United States, State of California, Santa Clara County, and the City of San Jose, securing all necessary licenses and permits in the connection with resulting contract at no additional cost to the City. Successful contractor must have or obtain a current City of San Jose business license.

24 TERMS AND CONDITIONS OF AGREEMENT

24.1 Upon conclusion of the RFP process, City Staff will make a recommendation to the City Council regarding the selection based upon the evaluation of the proposals. The City will enter into negotiations with one or more Proposer(s). Proposer(s) shall enter into a contract with the City in substantial conformity with the selected proposal and the form of the City's Standard Terms and Conditions. Attachment G, Exemplar Agreement, includes the City's Standard Terms and Conditions that will comprise part of the agreement between the City and the successful Proposer. The City reserves the right to negotiate project deliverables and associated costs.

24.2 All agreements will require the Proposer to adhere to the terms of its proposal and to act in accordance with all applicable laws and regulations.

24.3 An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City.

25 INSURANCE REQUIREMENTS

25.1 The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment J.

25.2 All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsements.

25.3 Certificate of Insurance, as required, shall be provided to City within 10 days of the notice of award. Failure to provide the required Certificate of Insurance may result in withdrawal of the Award, and award to the next highest ranked proposer.

25.4 The insurance requirement may be satisfied by the provision of similar coverage through a self-insurance program certified in writing with an "Affidavit of Insurance". Contractor shall provide proof of self-insurance, in a form acceptable to the City.

26 WAGE REQUIREMENTS

For Contract Law Enforcement services at the Norman Y. Mineta San Jose International Airport, the City of San Jose's Airport Living Wage Ordinance, as amended, applies. Pursuant to the Airport Living Wage Ordinance, Contractors and any Subcontractors that provide goods and/or services at the Airport shall be obligated to pay not less than living wage. ATTACHMENT H provides a summary of the primary provisions of the Airport Living Wage Ordinance. For more complete information on the applicable terms, Proposers should review the Ordinance. A copy of the Airport Living Wage Ordinance is attached as ATTACHMENT H, Exhibit 1.

27 LOCAL AND SMALL BUSINESS PREFERENCE

27.1 Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference shall be 5 points if the business is local and an additional 5 points if the business is small.

27.2 In order for the proposer to be eligible for local and/or small business preference, the proposer must meet the following requirements:

27.2.1 For local preference, Contractor must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee.

27.2.2 The small business preference is a subset of the local preference. For small business preference, Contractor must first qualify as a local business as mentioned above, and have a total number of employees of 35 or less (regardless of where they are located).

27.3 If proposer meets the eligibility requirements and wants to receive the preference, the proposer must complete Attachment F, Request for Contracting Preference for Local and Small Businesses. If the proposer fails to complete this form and submit it with the proposal, the proposer will be denied consideration for local/small business preference. This information cannot be submitted later.

27.4 The preference shall only be considered for the prime Proposer(s). However, in the event that the proposing firm is a Joint Venture (JV) or Partnership as indicated on the Proposal Certification Form, then the Local Preference shall apply if any one of the firms in the JV or Partnership meets the definition for a local business. In order for a JV or Partnership to be considered for the Small Business Preference, the aggregate of all of the employees that make up the JV or partnership (including constituent entities) must meet the definition for a small business.

28 PUBLIC NATURE OF PROPOSAL MATERIAL

28.1 All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code section 6250 et seq.) All documents that you send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

28.2 Therefore, any proposal which contains language purporting to render all or significant portions of their proposal "Confidential", "Trade Secret" or "Proprietary", or fails to provide the exemption information required as described below will be considered a public record in its entirety subject to the procedures in Section 28.5.

28.3 Do not mark your entire proposal as "confidential".

28.4 The City will not disclose any part of any proposal before it announces a recommendation for award, on the ground that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If you believe that there are portion(s) of your proposal which are exempt from disclosure under the Public Records Act, you must mark it as such and state the specific provision in the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if you submit trade secret information, you must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

28.5 Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the City will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

29 NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Proposer agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of San Jose contracts.

30 CITY BUSINESS TAX

The Proposer(s) shall be required to comply with the San Jose Municipal Code Chapter 4.76 with respect to payment of the City Business Tax prior to any commencement of work. Contact Finance/Revenue Management at (408) 535-7055 to determine the applicable tax costs.

31 ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

31.1 The City has adopted an "Environmentally Preferable Procurement" (EPP) policy. The goal is to encourage the procurement of products and services that help to minimize the environmental impact resulting from the use and disposal of these products. These products include, but are not limited to, those that contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed. Computers and other electronics are a growing focus of environmentally preferable purchasing activities due to their high prominence in the waste stream, their numerous hazardous chemical constituents, and their significant energy use. Moreover, when these products are improperly disposed of they can release hazardous substances that pollute the environment.

31.2 In support of this policy, the selected supplier will be required to work with the City to apply this policy where it is feasible to do so. In addition, proposers should address any environmental considerations with their proposal response.

31.3 The entire EPP policy may be found in the City's internet site at the following link:

http://www.sanjoseca.gov/esd/natural-energy-resources/PDFs/EP3_2007.pdf

ATTACHMENT A
SCOPE OF SERVICES

32 GENERAL AIRPORT INFORMATION

The Norman Y. Mineta San Jose International Airport (“SJC” or “Airport”) is the only major airport located in Santa Clara County. Owned and operated by the City of San Jose, SJC contains approximately 1,025 acres and is located two miles north of downtown San Jose. In 2006, San Jose had an estimated population of 954,000, making it the third most populated city in California and the 10th in the U.S., and is ranked first in the nation in disposable income.

SJC is served by a mix of commercial and general aviation aircraft operations. Commercial aircraft activity is generally limited to the east side of the Airport in Terminal A and Terminal B. Each terminal contains airline ticketing, baggage claim and a centrally located passenger screening checkpoint. Terminal A hosts 7 airlines and Terminal B has 4 airlines. Both terminals are linked by a continuous concourse that allows access to all 28 aircraft gates. SJC currently handles approximately 8 million commercial airline passengers per year.

General Aviation activity is consolidated on the west side of the Airport and includes two Fixed Based Operator facilities, two corporate facilities and a city owned and operated tie-down and hangar facility. All aircraft activity is contained within the Airport’s perimeter fence.

Landside, or street side, facilities include the Terminal A public parking garage, the Terminal B public parking garage, and Consolidated Rental Car garage and associated surface parking lot, as well as a long term parking lot on the north west corner of the Airport.

33 GENERAL REQUIREMENTS

33.1 NON – SWORN AGENCIES

33.1.1 The law enforcement services provided under this contract shall fulfill the requirements specified in the Transportation Security Administration’s (TSA) 49 CFR 1542 (attached hereto for convenience as Appendix 1), and such other security/safety related tasks as described in these specifications and/or requested by the Airport.

33.1.2 Contractor’s personnel will provide the minimum first responder and law enforcement responses required which may include investigations, documentation, submission of evidence, photographs, statements, arrests, and enforcement of all applicable laws and regulations as permitted by local, state and federal laws. Contractor shall work with all law enforcement and emergency response agencies that respond to the Airport.

33.1.3 Uniforms and City-provided equipment and assets (e.g., facilities, vehicles, radios with Airport radio frequencies) used under this contract will not be used for non City-approved private work including, but not limited to, guarding VIP aircraft and providing security for airport construction gates/sites unless authorized in advance by the City.

33.1.4 Contractor's security officers will enforce federal, state and local laws as permitted by law. When effecting an arrest, Contractor's security officers must do so in compliance with state law, including Penal Code §§ 837 and 847. When a violation for which an arrest may be made comes under federal law, Contractor's security officer will immediately notify and summon federal law enforcement agencies and Airport operations, and receive instruction from the federal law enforcement agent on how to proceed. For violations of federal, state or local laws, Contractor's security officer may call San Jose Police to assist, if necessary. If Contractor's security personnel make an arrest for a violation of state or local criminal law, they must immediately notify and summon San Jose Police in accordance with Penal Code § 847.

33.1.5 Contractor shall maintain a work force available to the Airport of at least 35 armed, trained and certified full time employees or have a full time equivalence of 35 armed, trained and certified full time employees (FTE based on 40 hours per week) available at all times throughout the term of the contract. For purposes of meeting this requirement, all 35 individuals do not need to have completed Airport-specific training and certification (e.g., SIDA badge background check); however, prior to any individual beginning job duties at the Airport, he/she must have completed all such training and certification.

33.1.6 The Contractor shall at all times employ and provide sufficient and qualified personnel and equipment for executing the work in the manner and time required by these specifications. Any person employed by the Contractor who the City determines does not perform work under this contract in a proper and skillful manner, is under the influence of drugs or alcohol, is disorderly or abusive at work, or does not demonstrate tact and diplomacy in dealing with others shall, at the request of the City, be removed immediately by the Contractor from work at the Airport under this contract.

33.1.7 If a person loses or fails to maintain his/her security clearance or state certification, that person shall not be employed in any portion of the work under this contract. Current identification access control badges and applicable State issued "guard cards" must be on the person at all times while performing work. Contractor's personnel may not begin work until they have completed all the training requirements outlined in Attachment A.

33.1.8 The Contractor shall provide professional and quality service at all times that ensures the safety and security of everyone at the Airport.

33.1.9 Contractor shall provide all services hereunder in compliance with applicable federal, state and local laws and regulations. All of Contractor's security personnel shall meet current federal and state requirements for licensing, certifications, permitting, background clearance, and training, as they may be amended from time to time.

33.2 SWORN AGENCIES

33.2.1 The law enforcement services provided under this contract shall fulfill the requirements specified in the Transportation Security Administration's (TSA) 49 CFR 1542 (Appendix 1), and such other security/safety related tasks as described in these specifications and/or requested by the Airport.

33.2.2 Law Enforcement personnel will provide the minimum first responder and law enforcement responses required which may include investigations, documentation, submission of evidence, photographs, statements, arrests, detention, transportation, booking and enforcement of all applicable laws and regulations as permitted by local, state and federal laws. Contractor shall work with all law enforcement and emergency response agencies that respond to the Airport.

33.2.3 Contractor shall maintain a work force available to the Airport of at least 35 armed, trained and certified full time employees or have a full time equivalence of 35 armed, trained and certified full time employees (FTE based on 40 hours per week) available at all times throughout the term of the contract. For purposes of meeting this requirement, all 35 individuals do not need to have completed Airport-specific training and certification (e.g., SIDA badge background check); however, prior to any individual beginning job duties at the Airport, he/she must have completed all such training and certification.

33.2.4 The Contractor shall at all times employ and provide sufficient and qualified personnel and equipment for executing the work in the manner and time required by these specifications. Any person employed by the Contractor who the City determines does not perform work under this contract in a proper and skillful manner, is under the influence of drugs or alcohol, is disorderly or abusive at work, or does not demonstrate tact and diplomacy in dealing with others shall, at the request of the City, be removed immediately by the Contractor from work at the Airport under this contract.

33.2.5 If a person loses or fails to maintain his/her security clearance, that person shall not be employed in any portion of the work under this contract. Current identification access control badges must be on the person at all times while performing work. Contractor's personnel may not begin work until they have completed all the training requirements outlined in Attachment A.

33.2.6 The Contractor shall provide professional and quality service at all times that ensures the safety and security of everyone at the Airport.

33.2.7 Contractor shall provide all services hereunder in compliance with applicable federal, state and local laws and regulations. All of Contractor's security personnel shall meet current federal and state requirements for licensing, certifications, permitting, background clearance, and training, as they may be amended from time to time.

34 STAFFING LEVELS

The City has established minimum staffing levels for armed security and law enforcement personnel at the Airport. For security purposes, minimum staffing levels will not be disclosed in this RFP and Contractor will be asked to submit a bid on a fully loaded hourly rate by position. (See Attachment B) Contractor shall be aware minimum

staffing levels may increase or decrease at any time during the contract period, as needed by the Airport, to meet daily security/safety requirement changes, seasonal demands, changing TSA requirements and budgetary changes. The Airport may increase or decrease the hours of service provided by the Contractor at the applicable bid rate provided the Contractor is given written notice a minimum of fourteen (14) days prior to the change. The Contractor may agree to changes with shorter notification.

34.1 The Contractor shall institute the change in assignments subject to the following:

34.1.1 No additional charges will be assessed to the Airport unless additional hours of work shall be required by the change or overtime is required in urgent situations when additional personnel have not been recruited, trained and/or certified.

34.1.2 The Contractor will be compensated at the unit bid price for which the change is required.

34.2 Minimum Staffing Levels

Contractor shall maintain minimum staffing levels at all times. Contractor may exceed the minimum staffing levels, but shall never fall short of the minimum staffing specified by the Airport unless approved in advance and in writing by the City.

35 CONTRACTOR PROVIDED GOODS:

The Contractor shall furnish the necessary management including clerical/office, labor, supervision, law enforcement officers, City-approved uniforms, arms/weapons, communication equipment/relays, office telephones, office furniture, computer equipment, supplies, materials, incidentals, office fax/copy equipment and any other equipment necessary to provide security/safety and law enforcement services for Mineta San Jose International Airport. Although the City will provide a location for an armory, the Contractor shall be responsible for providing all storage devices and security controls necessary for the storage of weapons and ammunition.

36 AIRPORT PROVIDED GOODS:

36.1 The City will supply at its own cost and expense office space, briefing facilities, locker rooms, parking, patrol vehicles, and utilities necessary to support the services specified in this RFP. The City will also supply at least one telephone line to be used by the Contractor. Contractor shall provide all other necessary equipment.

36.2 With respect to the patrol vehicles, City shall provide the fuel and routine maintenance and cleaning. Contractor shall be responsible for the cost and performance of any other maintenance or repairs, including but not limited to repairs for damage occurring while the vehicle is in use by Contractor's personnel.

37 UNIFORMS AND EQUIPMENT

The Contractor shall provide uniforms and equipment to fulfill the terms of this contract. The City will be the sole judge of the adequacy of the uniforms and equipment provided by the Contractor.

37.1 Uniforms: The Contractor will provide and assure that all law enforcement officers' uniforms and equipment are standardized, clean and identical when they are on duty. The uniform style, color, material, dress standards and equipment must be approved by the City. All law enforcement officer uniforms shall have a metal badge displayed on the upper left front of the shirt. Sewn patches are allowed on the shoulders, but will not be used in lieu of the metal badge.

37.2 Equipment:

37.2.1 Firearms: The Contractor will ensure that each law enforcement officer is issued a handgun, holster and belt approved by the City, and that each law enforcement officer has on his or her person this required equipment while on duty at the Airport. The Contractor will ensure that all firearms are registered in accordance with applicable regulations and that each law enforcement officer has the appropriate firearm permit. Contractor will clear and store weapons using strict and safe industry security practices. The Contractor is responsible for supplying the ammunition required for the firearms and for training. Weapons do not have to be used exclusively by one officer. Weapons taken to and from firing ranges will be transported in a manner which assures safe and secure handling and which meets all prescribed laws, rules and regulations. Each law enforcement officer will carry a minimum of one (1) extra ammunition clip.

37.2.2 Intermediate Defensive Tool: Contractor's personnel may carry a collapsible baton after they are certified as properly trained in the use of the instrument.

37.2.3 Communications Equipment: Contractor shall provide each officer on duty with a portable, two-way, handheld radio whereby the officer can establish instantaneous, positive, reliable and clear communications with Airport staff from all Airport locations while on duty. The radios shall be compatible with the current specifications used by the Airport and include a common use channel for communications between Airport staff and officers for direction, access control, emergencies and operational needs. The radios must have a secondary security-only channel for communications between Contractor's officers and other Contractor staff for non-emergency communications. Radio frequencies will be disclosed after award of contract. All additional radio frequencies must be approved by the Airport. Radios will not be taken off Airport property by private security officers except in the normal course of work related duties.

37.2.4 At the City's discretion, the Contractor shall provide radios with which the Airport staff can communicate with the Contractor's management or supervisory personnel.

37.2.5 Miscellaneous Equipment: The Contractor shall equip all officers with handcuffs, flashlights, foul weather gear, flares and any other equipment necessary for the services being performed.

37.2.6 Additional Equipment: At the City's discretion, the Contractor may be required to provide additional equipment to supplement the security needs of the Airport. The Contractor shall be reimbursed for the cost of the equipment, excluding taxes and including shipping charges, if any, and other incidental expenses. The Contractor shall substantiate its charges by submitted original billing as required.

38 REQUIREMENTS:

38.1 LAW ENFORCEMENT SERVICES

The Contractor shall provide the following services:

38.1.1 Contract law enforcement personnel to support the Airport Security Program (ASP) as specified by the TSA 49 CFR Section 1542.215 – Law Enforcement Support and 49 CFR Section 1542.217 – Law Enforcement Personnel, including but not limited to enforcing the criminal laws of state and local jurisdictions in which the Airport is located as authorized by law. Contractor will be responsible for providing a full range of law enforcement and security services, including but not limited to: motorized and foot patrol, crime prevention and deterrent programs, investigations, apprehensions of persons, passenger, staff and facility security, traveler assistance, enforcing all applicable Federal, State and local laws, interacting with Airport management to address problems, providing liaison with local, state and federal law enforcement/regulatory agencies, assisting TSA personnel with security checkpoint issues and other duties as assigned.

38.1.2 Ancillary law enforcement services, as requested by City, may include but are not limited to:

- Airfield and Terminal ramp security patrols
- Access control check points
- Traffic and Parking control
- ID/Badging verification
- Ramp licensing duties
- Lost & Found support
- Support of airline operations, disaster response and activities with other government agencies.

38.1.3 Airport staff will work with the Contractor's security manager to develop Post Orders for every post to which a law enforcement officer employed by Contractor is assigned. The Post Orders will describe the current duties and responsibilities for each security post and may be revised by City from time to time.

38.1.4 Contractor's personnel will primarily be responsible for security in the Terminals, but will be required to respond to calls for service both in the Terminals and in other areas on Airport property as needed.

38.1.5 While on duty, Contractor's law enforcement officers will be alert and attentive, and shall not use personal wireless devices (including Bluetooth), socialize, or conduct personal business. Contractor's law enforcement officers will not smoke or eat at a post. Contractor will ensure that sufficient personnel are available to provide continuous coverage at posts during meal breaks.

38.1.6 Contractor's personnel shall not discuss their duty assignments and sensitive security information (SSI) to anyone who does not have an official need to know.

38.1.7 Contractor's personnel, who, in the performance of their official duties, become knowledgeable or aware of the details of an act of air piracy, terrorist activity, or unauthorized access, shall report it immediately to Airport authorities and not divulge sensitive security information (SSI) to unauthorized personnel. Such information includes, without limitation:

38.1.7.1 Any information about the incident or efforts to resolve the incident, or any disclosure which may jeopardize the safety of any persons involved.

38.1.7.2 Any information identified by officials of an agency of the U.S. Government which concerns techniques and procedures used for resolving acts of air piracy, the disclosure of which is likely to jeopardize the safety of domestic and international civil aviation.

38.1.7.3 Any information about the security systems and procedures in operation at the Airport. This includes personnel information, shift schedules, computer access codes, personnel access procedures, and other security and safety information.

38.1.7.4 Contractor shall not make any video or audio recordings of incidents or responses regarding Airport issues without City approval.

38.1.8 The Contractor will be responsible for directing and controlling the work of its employees to include disciplinary measures and incentives.

38.1.9 The Contractor shall be responsible for the repair, replacement and maintenance of all equipment and supplies necessary to satisfactorily perform the requirements and duties outlined in this specification.

38.1.10 The Contractor shall maintain a log of all response activity, keeping track of each type of activity. Such information shall be provided to the Airport on a monthly and annual basis and as additionally requested.

38.1.11 The Contractor shall develop reporting forms, such as training records, log books, and all other records relating to law enforcement functions or additional services proposed and accepted by the City as part of this RFP. These records are to be kept on Airport premises and made readily available for inspection by the City or TSA. The reports shall include all accidents, incidents, safety inspections and any safety violations related to law enforcement services occurring at the Airport. The Contractor shall ensure that complete and proper reports are submitted as required to the City.

38.1.12 All personnel performing services under this contract shall be employees of the Contractor and Contractor shall pay all salaries, social security taxes, federal and state unemployment insurance, workers compensation, and any and all other taxes or other incidental expenses relating to such employees.

38.1.13 The Contractor shall immediately remove from duty any employee whom the City deems not to be properly trained or is in any way deficient or delinquent in any of the terms and conditions of this Contract. Upon such removal the Contractor shall replace the removed employee with another qualified individual. At no time shall the staffing level be allowed to go below the required level approved by the City.

38.1.14 No Contractor employee may make or attempt to make any communication with the media or outside organization related in any way to work performed under this contract without the express permission of the City.

38.1.15 The Contractor's management staff will be expected to develop and maintain good working relationships with all City management personnel and employees at the Airport, as well as airport tenant representatives, other City employees or other governmental representatives that Contractor's management staff may interact with.

39 ARMED SECURITY SERGEANT (SHIFT SUPERVISOR), OR EQUIVALENT

39.1 A minimum of one supervisor shall be on duty at the Airport whenever security services are being provided by four or more officers at the same time. One additional supervisor may be required for every 8 officers.

39.2 Each on duty supervisor shall carry a Contractor supplied cellular telephone and be available at all times while on duty for communication with Airport staff.

39.3 Supervisors shall not be scheduled to perform law enforcement services, but may briefly relieve other personnel when specifically authorized by the City. The Supervisor must meet all the requirements specified in the Minimum Personnel Qualifications in Section 41 below and shall be armed and in uniform when on duty.

40 MANAGEMENT

40.1 The Contractor shall provide a full-time security manager (or equivalent) at the Airport to manage contract security law enforcement operations throughout the term of the contract.

40.2 The manager(s) must have the authority to act on behalf of the Contractor on all the terms and conditions of the contract with the exception of executing contract amendments.

40.3 Managers shall meet regularly with Airport management to determine the Airport's security needs and ensure that the requested services are performed.

40.4 Managers shall meet the qualifications specified in the Minimum Personnel Qualifications in Section 41 below, but shall not be scheduled to perform law enforcement services prescribed herein without the approval of the City. Managers must be available to attend all airport and airline security meetings, TSA meetings, inspections, exercises and other activities which relate to security services. Contractor must appoint an interim manager when the regular manager is on vacation, sick, or other approved leave.

40.5 Managers shall possess a cellular phone internet/e-mail accessible handheld device in order to be contacted by and respond to Airport management twenty-four (24) hours per day, seven (7) days per week. The manager(s) must respond via telephone to Airport staff within ten (10) minutes and may be required to respond immediately to the Airport for serious security incidents.

40.6 The Manager will attend and participate in Airport designated security meetings and be able to deal effectively with the public, airline management, Airport tenants, concessionaires, Airport user groups, and Airport employees and management.

40.7 The Contractor will develop and complete its own formal, written emergency response plans that are consistent with the Airport's security and emergency plans. The Contractor's security manager will keep Contractor's emergency plans current and ensure that all of Contractor's personnel are knowledgeable of both the Contractor's emergency plan and the Airport's security and emergency plans.

40.8 The manager will investigate and resolve all complaints made against Contractor's personnel, keep detailed records of all actions taken, and regularly submit a written report to the City on all complaint resolution activities.

40.9 The manager's regular hours of work at the Airport will be day shift, Monday through Friday, or as designated by the Airport.

41 MINIMUM PERSONNEL QUALIFICATIONS

41.1 NON-SWORN AGENCIES ARMED SECURITY/LAW ENFORCEMENT PERSONNEL

The following minimum qualifications apply to all non-sworn armed law enforcement security personnel. Due to the sensitive nature of the work, under law enforcement/security conditions, and because security personnel will be in constant contact with the public, and potentially dangerous suspects, stringent qualification standards have been established for security personnel performing work under this contract.

41.1.1 Proposing companies must have armed trained and certified security patrol officers. A minimum of seventy-five (75) percent of staff dedicated to the Airport must have: (a) at least two (2) years of professional experience as an armed security guard in a recognized security organization after completing formal training, or (b) at least two (2) years of professional experience as a sworn peace officer after completing the police academy or equivalent.

41.1.2 All armed security personnel shall be qualified and recertified annually in the use of firearms through live fire training program consistent with local law enforcement agency standards.

41.1.3 Armed security personnel are required to be recertified at least every two (2) years from the start of their employment with a new FBI fingerprint check.

41.1.4 All armed security personnel must meet all applicable local and state requirements relating to armed security guards, including but not limited to training and certification required by the California Bureau of Security and Investigative Services (BSIS) for registration as a security guard and a firearm permit issued by BSIS.

41.1.5 All armed security personnel must have successfully passed a complete background and fingerprint-based criminal history records check (CHRC) with Security Threat Assessment (STA) in accordance with TSA requirements.

- 41.1.6** All armed security personnel must possess California POST certification for a Reserve Police officer or equivalent certification approved by City.
- 41.1.7** All armed security personnel must have the ability to exercise sound judgment and render immediate, appropriate decisions, under stressful situations.
- 41.1.8** All armed security personnel must have and display maturity in conduct, behavior and attitude.
- 41.1.9** All armed security personnel must be able to take orders, follow instructions, accept and assume responsibility for one's actions.
- 41.1.10** All armed security personnel must be alert, attentive and professional in conduct, and have the ability to recognize, respond and take appropriate and corrective action to various situations.
- 41.1.11** All armed security personnel must be able to effectively communicate, verbally and in writing, in English.
- 41.1.12** All armed security personnel must be courteous in their interactions with the public, Airport employees and tenants, law enforcement (federal, state and local) and other security personnel.
- 41.1.13** All armed security personnel must be well-groomed and neat in appearance.
- 41.1.14** Security personnel must be a high school graduate or equivalent. Contractor shall ensure that a copy of each individual's high school diploma or General Educational Development (GED) certificate is made available for City's review upon request.
- 41.1.15** Security personnel must have a current and valid State of California driver's license. Any security personnel required to obtain an Airport-issued ramp operating permit to operate a vehicle inside the Airport perimeter fence is required to have a valid California driver's license and complete the required computer based and/or practical examinations. If an individual's California driver's license is suspended or revoked, then the ramp operating permit is automatically invalid and Contractor must assign a replacement security officer to that position.
- 41.1.16** Security personnel must not have any TSA-disqualifying convictions under 49 U.S.C. §44936(b)(1)(B) prior to or during the security personnel's performance of services under this contract, or be otherwise prohibited under applicable federal, state or local laws, regulations or official determinations from providing the security services under this contract.
- 41.1.17** If any security personnel are arrested for any disqualifying crime under 49 U.S.C. §44936(b)(1)(B) or felony, the Contractor must return their access badge to the Airport and the individual will not perform duties under this contract pending final resolution of the investigation by law enforcement agencies.

41.2 SWORN AGENCY LAW ENFORCEMENT PERSONNEL

The following minimum qualifications apply to all sworn law enforcement security personnel. Due to the sensitive nature of the work, under law enforcement and because security personnel will be in constant contact with the public, and potentially dangerous suspects, stringent qualification standards have been established for security personnel performing work under this contract.

41.2.1 Proposing agencies must provide a minimum of seventy-five (75) percent of staff dedicated to the Airport that have: (a) at least two (2) years of professional experience as an armed security in a recognized security organization after completing formal training, or (b) at least two (2) years of professional experience as a sworn peace officer after completing the police academy or equivalent.

41.2.2 All law enforcement officers shall be qualified and recertified annually in the use of firearms through live fire training program consistent with local law enforcement agency standards.

41.2.3 All law enforcement personnel must have the ability to exercise sound judgment and render immediate, appropriate decisions, under stressful situations.

41.2.4 All law enforcement personnel must have and display maturity in conduct, behavior and attitude.

41.2.5 All law enforcement personnel must be able to take orders, follow instructions, accept and assume responsibility for one's actions.

41.2.6 All law enforcement personnel must be alert, attentive and professional in conduct, and have the ability to recognize, respond and take appropriate and corrective action to various situations.

41.2.7 All law enforcement personnel must be able to effectively communicate, verbally and in writing, in English.

41.2.8 All law enforcement personnel must be courteous in their interactions with the public, Airport employees and tenants.

41.2.9 All law enforcement personnel must be well-groomed and neat in appearance.

41.2.10 Law enforcement personnel must have a current and valid State of California driver's license. Any security personnel required to obtain an Airport-issued ramp operating permit to operate a vehicle inside the Airport perimeter fence is required to have a valid California driver's license and complete the required computer based and/or practical examinations. If an individual's California driver's license is suspended or revoked, then the ramp operating permit is automatically invalid and Contractor must assign a replacement security officer to that position.

41.2.11 If any security personnel are arrested for any disqualifying crime under 49 U.S.C. §44936(b)(1)(B) or felony, the Contractor must return their access badge to the Airport and the individual will not perform duties under this contract pending final resolution of the investigation by law enforcement agencies.

41.3 MINIMUM PHYSICAL REQUIREMENTS:

41.3.1 Must be able to perform the physical requirements of the work which may include all of the following in a typical shift (for part of the shift or for the entire shift): walking; standing; manning security gates and checkpoints in the Terminals and parking garages; using stairs, escalators, and parking ramps; apprehending persons; operating motor vehicles or power carts; and directing and managing traffic.

41.3.2 Must be able to exercise physical force, as required, in the execution of their official duties.

41.4 ARMED SECURITY SERGEANT (SHIFT SUPERVISOR), OR EQUIVALENT

The following minimum qualifications apply to all individuals responsible for direct supervision of armed law enforcement security personnel:

41.4.1 Meet all requirements listed above for armed security personnel.

41.4.2 At least two (2) years of experience as: (a) an armed security supervisor at the middle-management level, comparable to a sergeant in a law enforcement organization, or (b) a sworn law enforcement officer. Military law enforcement experience will be considered.

41.5 SECURITY MANAGER, OR EQUIVALENT

The following minimum qualifications apply to individuals with overall contract management responsibility and oversight of shift supervisors and/or armed law enforcement security personnel.

41.5.1 Meet all requirements listed for Armed Security Sergeant (Shift Supervisor)

41.5.2 At least four (4) years of professional experience as a law enforcement officer in a recognized sworn law enforcement organization. Military law enforcement experience will be considered. This requirement is in addition to the two years experience requirement for Armed Security Sergeant described in Section 41.4.2; for example, an individual meeting these requirements through experience as a sworn officer would have to have four years experience in addition to the two years, for a total of six years as a sworn officer.

42 INITIAL TRAINING REQUIREMENTS – AIRPORT SPECIFIC

It is anticipated that the Agreement between the City and Contractor will be fully executed by early May to allow the Contractor time to prepare for the on site start day of July 1, 2011. Prior to the start date, the Airport will provide an extensive in-house training program for all Airport specific rules and regulations and on-the-job training. The training program will not exceed 40 hours and should be included in the proposed pricing structure. The Contractor will also be required to have a complete familiarization with the Airport and its facilities, completed all Airport training of staff, in addition to the training requirements described in Section 43, and be prepared to fully comply with all contract provisions two weeks prior to the commencement of the on site installation of Contractor's personnel at the Airport.

43 OTHER TRAINING REQUIREMENTS

The selected proposer shall train and require all security personnel to understand the provisions all federal, state and local laws and regulations regarding armed security/law enforcement services and their specific responsibilities relevant to airport operations. The final form and content of the Contractor's training plan must be approved by the City. The plan and training manual shall be oriented for work at the Airport with respect to California state law, federal security requirements, the Airport Security Plan, Airport Emergency Plan, Airport Rules and Regulations, safety and customer service.

Each airport has a TSA approved Airport Security Plan (ASP) that is classified as SENSITIVE SECURITY INFORMATION (SSI) and protected under federal law. The selected proposer will be able to review the ASP in order to implement its training program and schedule. The selected proposer must ensure that the information contained in the ASP remains CONFIDENTIAL and will work with Airport management to ensure the ASP meets current conditions.

43.1 NON-SWORN ARMED SECURITY PERSONNEL

Training shall be completed prior to performing job duties associated with this contract. Recurrent training shall be held according to the schedule below. Training shall include, but not be limited to the following:

43.1.1 The use of firearms (annually)

43.1.2 Security Guard training requirements specified in the California Business and Professions Code §§7583.5 and 7583.6 and Title 16, California Code of Regulations, §643.

43.1.3 Approved use of force policy (annually)

43.1.4 Customer Service

43.1.5 Responsibilities under the Airport ASP (annually)

43.1.6 Airport Emergency Plan (annually)

43.1.7 Applicable local, state and federal regulations (annually)

43.1.8 Power to Arrest (annually)

43.1.9 Certified basic First Aid, CPR and AED training (annually)

43.1.10 Bombs and explosives (annually)

43.1.11 Report and citation writing

43.1.12 Security/Airport Operations and Badging related testing and qualification (every 2 years)

43.1.13 Evidence handling and custody

43.1.14 Courtroom Demeanor

43.1.15 Emergency Evacuation procedures

43.1.16 Airport terminal passenger security evacuation procedures

43.1.17 Airport Familiarization training including airport layout, access doors/gates, checkpoints, etc.

43.1.18 National Incident Management System (NIMS) Incident Command System (ICS) 100, 200, 700, 800.

43.1.19 Any other training courses as needed and requested by the City, to include recurrent training.

43.1.20 The Contractor shall maintain copies of training reports and, on a timely basis, provide appropriate reports to the City upon request.

43.2 SWORN LAW ENFORCEMENT PERSONNEL

Training shall be completed prior to performing job duties associated with this contract. Recurrent training shall be held according to the schedule below. Training shall include, but not be limited to the following:

43.2.1 All requirements as specified under California Penal Code and Commission on Police Officer Standards and Training (POST) for designated positions.

43.2.2 Customer Service

43.2.3 Responsibilities under the Airport ASP (annually)

43.2.4 Airport Emergency Plan (annually)

43.2.5 Applicable local, state and federal regulations (annually)

43.2.6 Certified basic First Aid, CPR and AED training (annually)

43.2.7 Bombs and explosives (annually)

43.2.8 Security/Airport Operations and Badging related testing and qualification (every 2 years)

43.2.9 Emergency Evacuation procedures

43.2.10 Airport terminal passenger security evacuation procedures

43.2.11 Airport Familiarization training including airport layout, access doors/gates, checkpoints, etc.

43.2.12 National Incident Management System (NIMS) Incident Command System (ICS) 100, 200, 700, 800.

43.2.13 Any other training courses as needed and requested by the City, to include recurrent training.

43.2.14 The Contractor shall maintain copies of training reports and, on a timely basis, provide appropriate reports to the City upon request.

43.3 ADDITIONAL REQUIREMENTS

Records and Reports – The records and reports which relate to this contract shall be in writing and made available to the airport. The format of all records and reports shall be approved by the City.

43.3.1 Records

The following records shall be maintained by the Contractor and may be requested by the City to verify the Contractor's requested payments:

43.3.1.1 Payroll records as required by local, state and federal laws.

43.3.1.2 Records required by 49 CFR, Part 1542.

43.3.1.3 Training, drug-testing, personnel records, certifications/licenses.

43.3.1.4 Complaints, investigations and incident reports.

43.3.2 Reports – Contractor will prepare and complete inspection logs, complaint logs, activity logs, accident and incident reports required by the City. Contractor produced forms are subject to City approval. Accident and incident reports are deemed confidential and are the property of the City.

43.3.3 Citation Forms – The Contractor may issue administrative citations for violations of the San Jose Municipal Code (SJMC) as authorized by the Director of Aviation using forms obtained from the City and in accordance with the procedures established by City. For purposes of this subsection only shall Contractor be the agent of the City. The Contractor will be responsible for the control, security, safeguard, accountability and proper use of these forms. The Contractor will work with the Airport on established protocols for the notification to Airport Operations, issuance, processing and tracking of citations

43.3.4 Audits – During the contract term, the City reserves the right to audit without prior notice the Contractor's records related to this contract and prior to making payment for the security services rendered.

43.3.5 Court Appearances – The Contractor shall be paid at the regular hourly rate for the applicable position for criminal court appearances by the Contractor's personnel as witnesses in prosecutions of individuals involved in Airport incidents, to the extent the personnel's involvement in the incident arises out of their performance of duties under this contract. Such payment shall be for a maximum of five (5) hours for each appearance. The five hours shall include travel time. If more than five hours per court appearance is required, the Contractor must provide written justification to the Airport. All court appearance time will be highlighted in the monthly billing to the Airport and court documentation shall be provided.

43.3.6 Ancillary Personnel and Equipment – Contractor personnel must have email and fax capabilities, printer, computers for report writing, telephone with answering machine capability, office supplies. Clerks, phones, timekeepers, office furniture, office supplies, fax machines, copiers and other equipment as needed to fulfill this contract shall be the sole responsibility of the Contractor.

43.4 PAYMENT:

43.4.1 Management Services – All management services provided or performed by the Contractor shall be considered incidental to the security services being provided and will not be paid for separately.

43.4.2 Security Services – Contractor will bill separately for (1) regular security services, and (2) designated emergencies and higher security levels as identified by the Airport. All security services will be paid for at the hourly rate bid.

43.4.3 Hourly rates shall be inclusive of all costs (labor, training, uniforms, relief personnel, weapons/ammunition, management, overhead, profit, insurance, taxes, employee benefits, ancillary personnel, etc.) incurred or to be incurred by the Contractor to fulfill the requirements of these specifications.

43.4.4 If the Contractor is required to provide additional employee hours for security services (beyond the amount specified in minimum staffing levels) due to extra flights, delayed flights, or other unforeseen problems, written authorization shall be obtained from the City by the next business day.

43.4.5 The City will not pay for the Contractor's requiring an officer to work over time to cover vacations; sick time or workman's comp. etc. Overtime pay will only be compensated when the Airport requires and approves an Officer working additional hours in a 40 hour week. The Contractor will be notified by the Airport if overtime is required and approved. Work performed may be considered overtime if the officer's total work hours exceed the normal forty (40) hours per week. The minimum increment hours to be reported for payment shall be 0.25 hours per day.

43.4.6 When there is a need for a major increase in manpower, such as that may be caused by higher security levels, increased overtime may be necessary for existing personnel as the Contractor recruits and trains more personnel to man additional posts. The Contractor will be given two (2) weeks to increase its total manpower, unless extended by the City. The requirement for overtime in the previous paragraph will also apply during this period. The Contractor will expedite the hiring, qualification and training of new personnel. Personnel used for this purpose may not need to be armed, but must be fully qualified as unarmed security officers under federal and state laws and regulations. Therefore, the Contractor shall also propose hourly rates for unarmed services to fulfill additional security needs of the Airport.

43.4.7 The City recommends the Contractor maintain a pool of pre-certified personnel to quickly serve as law enforcement and security officers in major emergencies and/or increases in levels of state or federal security.

43.4.8 No premium rate shall be paid by the City for any security services scheduled by the City.

43.4.9 The Contractor shall provide pay information and assistance as specified by the Airport in support of the TSA law enforcement reimbursement program.

44 ADDITIONAL SERVICES

TSA Certified K-9 teams:

The Airport currently participates in the TSA K-9 program for explosive detection. The Airport has four (4) dog teams currently handled by the San Jose Police Department

(SJPD). The Airport may choose to continue participation with SJPD, opt out of the program, or allow the Contractor to take over the K-9 program. The Contractor shall include an applicable bid rate for special operations such as K-9 handlers.

Contractor will be responsible for the costs associated with the handler only. Costs associated with the K-9, including items such as food, kennels, veterinary costs, training, etc will be covered by the City. The Contractor will be responsible for providing receipts for reimbursable items to ensure payment.

45 LIQUIDATED DAMAGES

Among the City's primary goals in awarding this contract is to ensure that law enforcement and security services at the Airport are of the highest caliber and provided in a highly responsive manner to ensure the safety of persons and property at the Airport and the image of the Airport as a safe place for users and visitors. Timely performance by the Contractor of all of its duties every calendar day with sufficient staffing and in strict adherence to regulatory requirements is an essential part of this Agreement. In case of failure on the part of the Contractor to meet these standards, damages will be sustained by the Airport. As the actual damages for breach of the Performance Standards specified below is impractical or very difficult to predetermine, the amount of such damages is fixed in advance as indicated herein below:

45.1 Failing to respond to a passenger screening checkpoint in the required time frame established by the Airport and TSA for the purposes of law enforcement support and necessary to meet the requirements of the Airport Security Program (ASP) as approved by the TSA, \$500 per occurrence.

45.2 Failing to provide law enforcement support as specified in 49 CFR 1542 and TSA issued Security Directives, as amended from time to time, the sum of \$100 per hour or any fraction thereof that the contractor fails to provide said service.

45.3 Failure to maintain minimum staffing levels required under the Agreement, \$100 per position per hour or any fraction thereof that the contractor fails to provide said service.

However, City's acceptance of any liquidated damages as a result of a Performance Standard breach shall not prevent City from exercising any other right or remedy for default available to City under the agreement.

City may invoice the Contractor for payment of liquidated damages or deduct the amount of liquidated damages from any monies due or that may become due to the Contractor.

Attachment B Cost Proposal Form

1. Hourly rates shall be inclusive of all costs (labor, training, uniforms, relief personnel, weapons/ammunition, overhead, profit, insurance, taxes, employee benefits, ancillary personnel, etc.) incurred or to be incurred by the Contractor to fulfill the requirements of this RFP.
2. Only prices that appear on the Cost Proposal sheets will be considered.
3. The initial contract period of the agreement is for sixty (60) months. The term may be extended for five (5) additional (1) one-year option periods at the sole discretion of the City. The Contractor's compensation rates shall be subject to adjustment annually, with the adjustment to be calculated as follows: The annual price increases (if any) not to exceed the increase in the annual average Consumer Price Index (not seasonally adjusted, All items, Base Period 1982-1984=100) for All Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose, CA Area, published by the U.S. Department of Labor, Bureau of Labor Statistics. The first contractual adjustment will be for the calendar year 2012 change in the CPI-U. The preceding provision of this Section notwithstanding, the adjustment of the compensation rates for any year shall not exceed 5% of the previous year's compensation rates.
4. For security purposes, minimum staffing levels will not be disclosed in this RFP, and Contractor will be asked to submit pricing based on a fully loaded hourly rate by position, for comparison purposes only, based on estimated staffing scenario in this Attachment B, Cost Proposal. At the conclusion of the RFP process, the City will meet with the recommended Proposer to negotiate and finalize the staffing levels and duties.

5	JOB DESCRIPTION	ESTIMATED Hours	Hourly Rate	EXTENDED PRICE
1	Manager Monday through Friday	2,080		\$ _____
2	Shift Supervisors (20 hours per day /365)	7,300		\$ _____
3	Shift Supervisor (6 Federal Holidays)	120		\$ _____
4	Armed Security/Sworn Law Enforcement Personnel (100 hours per day/ 365)	36,500		\$ _____
5	Armed Security/Sworn Law Enforcement Personnel (6 Federal holidays rate)	600		\$ _____
6	Shift Supervisor Overtime rate	100		\$ _____
7	Armed Security/Sworn Law Enforcement Personal Over time rate	100		\$ _____
8	Subtotal			\$ _____
9	Early Payment Discount net/20		% ____	<\$ _____ >
10	Total Base Price			\$ _____

The total base price in Row 10 indicated in words:
 _____ Dollars, _____ Cents, (\$ _____)

Company _____ Signature _____ Date _____

Additional Services: The City of San Jose may require additional services within the term of the agreement and/or the options years. This pricing will remain for the initial term of the agreement, subject to CPI increase.

Please provide your companies pricing:

Position	Standard Hourly rate	Overtime Hourly Rate	Holiday Hourly Rate
Unarmed Personnel			
Canine Handler			

ATTACHMENT C

Proposal Certification

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Proposing Firm Name:	
Address:	
Telephone:	
Facsimile:	
E-Mail:	
Contact person name and title:	

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer additionally certifies that neither Proposer nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
4. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Proposal package, formal addenda issued by the City, or the pre-bid conference.
5. Proposer certifies that this submission includes full consideration of the information and/or requirements identified in Addenda ____ through ____.
6. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
7. Proposing certifies that they meet state and local requirements for armed security/law enforcement services, including if applicable, but not limited to those set forth in the California Business and Professions Code and related regulations.
8. Please check the appropriate box below:

If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.

If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, the full names and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Complete additional signatures below as required per # 8 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):+	

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE ABOVE

**ATTACHMENT D
PROPOSER QUESTIONNAIRE**

All information requested in the Questionnaire shall be furnished by the Proposer, and shall be submitted with the Proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy or misstatement may be cause for the rejection of a proposal.

1. Please confirm - by checking the box that follows this paragraph - that Proposer has at least five (5) years professional experience managing and providing ARFF Services and EMS services.

2. Proposer confirms that they meet the requirements stated above.

NOTE: If proposer is a joint venture, then the same joint venture (same companies/organizations that comprise the JV submitting this proposal, must have been in business providing the same professional services together for three years in order to meet this requirement.

If confirmation is not received by checking the appropriate box above, then your proposal shall be rejected.

3. If a corporation, answer the following:

- A. **When incorporated?** _____
- B. **In what state?** _____
- C. **Authorized to do business in California?** _____
If so, what date? _____

4. If NOT a corporation, answer the following:

- A. **Name of Organization:** _____
- B. **Date of Organization:** _____
- C. **General, Limited Partnership, or Joint Venture:** _____
(if applicable)

D. **Registered in California?** _____ **If so, when?** _____

5. Have you ever had a bond or surety denied, canceled, or forfeited?

YES **NO** If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

6. Have you ever declared bankruptcy or been declared bankrupt?
YES **NO** If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

7. Has your company ever had any agreements cancelled?
YES **NO** If yes, give details.

8. Has your company ever been sued by any organization for issues pertaining to fee payment, performance, or other related issues?
YES **NO** If yes, give details.

9. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposal?
YES **NO** If yes, give details. Attach copy of such agreement(s).

10. Are you now engaged in any litigation which does now or could in the future affect your ability to pay fees or perform under this Agreement?
YES **NO** If yes, give details.

The undersigned hereby declares under penalty of perjury that all statements, answers and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a corporate Proposer, the signature of one duly authorized representative is sufficient.

Signature

Signature

(Please Print or Type Name)

(Please Print or Type Name)

Title

Title

**ATTACHMENT E
PREVIOUS CUSTOMER REFERENCE WORKSHEET**

Name of Customer:		Customer Contact:
Customer Address:		Customer Phone Number:
Your Company Name:		
What was the period of performance?		
From: _____		
To: _____		
Dollar value of Contract? \$		
Brief Description of Service Provided:		

**ATTACHMENT F
City of San Jose
Request for Contracting Preference for Local and Small Businesses**

Chapter 4.12 of the San Jose Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials and equipment and for general and professional consulting services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San Jose Business Tax Certificate Number and have an office in Santa Clara County with at least one employee. If you qualify as an LBE you can also qualify as a Small Business Enterprise (SBE) if the total number of employees (*regardless of where they are located*) of your firm is 35 or fewer.

There are two ways in which the preference can be applied. In procurements where price is the determinative factor (*i.e. there are not a variety of other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the bid or quote. For example, a non-local vendor submits a quote of \$200 per item and a LBE submits a quote of \$204 per item. The LBE receives a 2.5% credit on the quote, which equals approximately \$5 and thus the LBE will win the award because the quote is evaluated as if it had been submitted as \$199.

In procurements such as RFP there are usually a variety of factors evaluated to determine which proposal best meets the City's needs. In procurements such as these where price is not the determinative factor, an LBE or SBE will be given an **additional 5% to 10% points** in the **scoring** of their proposal.

The following determinations have been made with respect to this procurement: (for official use only)

Type of Procurement	<input checked="" type="checkbox"/> Bid	<input type="checkbox"/> Request for Quote	<input type="checkbox"/> Request for Proposal
Type of Preference	<input checked="" type="checkbox"/> Price is Determinative		<input type="checkbox"/> Price is Not Determinative
Amount of Preference	LBE preference = 2.5% of Cost SBE preference = 2.5% of Cost		LBE preference = 5% of Points SBE preference = 5% of Points

In order to be considered for any preference you must fill out the following statement(s) under penalty of perjury.

Business Name			
Business Address			
Telephone No.			
Type of Business	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other (explain)

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San Jose Business Tax Certificate Number:	
Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:	

****SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*): Local Business Enterprise Small Business Enterprise
I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____, California
Date: _____
Signature _____
Print name _____

ATTACHMENT H

NORMAN Y. MINETA SAN JOSE INTERNATIONAL AIRPORT LIVING WAGE, WORKER RETENTION, LABOR PEACE AND EMPLOYEE WORK ENVIRONMENT INFORMATION

Pursuant to the Norman Y. Mineta San Jose International Airport Living Wage Ordinance, Contractor and any Subcontractor that provides goods or services at the Airport shall be obligated to pay not less than living wage in accordance with the requirements of this document and the Wage Determination as indicated in **Exhibit 2** to the attachment.

A Copy of the Airport Living Wage Ordinance is attached as Exhibit 1 to this Attachment. This Attachment provides a summary of the primary provisions of the Airport Living Wage Ordinance; however, for more complete information on the applicable terms, Proposers should review the Ordinance. At all times, the Airport Living Wage Ordinance, as it may be amended from time to time, shall control.

AIRPORT LIVING WAGE ORDINANCE PROVISIONS

We have determined that the following provisions are applicable to the services being procured:

1. A minimum level of compensation for workers employed by contractors and subcontractors who are awarded certain City of San Jose service and labor contracts;
2. Retention of employees when certain new contractors take over a continuing City service;
3. Employee Work Environment and Labor Peace Assurance

Payment of Minimum Compensation

Except as otherwise provided, all Airport Businesses shall provide to their Covered Employees the following Minimum Compensation:

- a. If Minimum Health Insurance Benefits are provided, Compensation of no less than **Twelve Dollars and Ninety-Four Cents (\$12.94)** per hour.
- b. If Minimum Health Insurance Benefits are not provided, Compensation of no less than **Fourteen Dollars and Nineteen Cents (\$14.19)** per hour.

“Compensation” shall mean the sum of the hourly wage, an employer’s direct hourly contribution for a Covered Employee’s health and medical care insurance,

if any, and an employer's direct hourly contribution for a Covered Employee's retirement benefits, if any. In the event that a Covered Employee is offered and voluntarily declines a direct hourly contribution for health and medical care insurance and/or retirement benefits, Compensation shall also include the value of any such direct hourly contribution offered to and declined by the Covered Employee.

Minimum Compensation will be reviewed annually to determine if any adjustment should be made based on any change as of December 31st of the previous year in the Consumer Price Index (CPI). If the CPI has not increased or if the CPI has declined, the Minimum Compensation shall remain unchanged.

Any Minimum Compensation adjustment shall be effective July 1st of each year.

The minimum compensation requirements shall not apply to any Airport Business during the term of any collective bargaining agreement that expressly provides that the terms of the collective bargaining agreement shall supersede the minimum compensation requirements.

Living Wage Covered Employee: Covered Employee shall mean any person employed by an Airport Business who:

1. Is not a person who provides volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation;
2. Expends at least half of his or her time working for the Airport Business on work at the Airport;
3. Is at least eighteen (18) years of age; and
4. Is not a student intern of a participant in a job training and education program that has as its express purpose the provision of basic skills and education with the goal of enabling advancement to permanent employment.

Record Keeping and Reporting

Each Airport Business that is subject to the Minimum Compensation requirements shall maintain for each employee performing work at the Airport a true and accurate record of the employee's name, address, job classification, hours worked, pay rate and health benefits received, and shall preserve such records for at least three (3) years.

Each Airport Business shall submit a copy of the records or documents required to be kept to the City for the previous calendar year by January 31st of each year. Failure to provide a copy of such records or documents by February 5th of each year will result in a late fine of One Hundred Dollars (\$100.00) per day.

Audits

The Director of the Office of Equality Assurance shall audit the records of each Airport Business to verify compliance no less frequently than once in any two-year period.

Notice of Violation

If the Director of the Office of Equality Assurance determines that an Airport Business has violated the minimum compensation requirements and only if the Airport Business has not violated the minimum compensation requirements at any time within the immediately preceding three-year period, the Director shall issue a written notice to the Airport Business that the violation is to be corrected within thirty (30) days.

Administrative Citation

In the event that an Airport Business has not demonstrated to the Director within thirty (30) days from a Notice of Violation that it has corrected the violation, the Director shall have the authority to issue an administrative citation to any person responsible for the violation.

Fine and Restitution Amount

For violations of the minimum compensation requirements, the fine amount shall be equal to the difference between the actual amount of wages paid and the amount of wages that should have been paid for each Covered Employee paid less than the required minimum compensation wage rate. The restitution amount shall be equal to the difference between the actual amount of wages paid and the amount of wages that should have been paid.

For violations of the employee retention requirements, the fine amount shall be equal to three (3) times the amount of wages unpaid for the period that the Retention Employee should have been but was not employed, but not to exceed One Hundred Dollars (\$100.00) for each calendar day for each Retention Employee not employed. The restitution amount shall be equal to the amount of wages unpaid for the period that the employee should have been but was not employed.

EMPLOYEE RETENTION REQUIREMENTS

One of the provisions of the Airport Living Wage Ordinance is a requirement that on certain Airport agreements, the new Contractor must retain workers who have been performing the services under the previous contractor. Employee retention is applicable to the Contractor and all Subcontractors that provide goods or services at the Airport under the Agreement in two respects: (1) the Contractor

will be obligated to adhere to these requirements in hiring; and (2) the Contractor will also be obligated to cooperate with the City in transitioning to a new contractor at the end of the term of the Agreement.

The following provisions are applicable to this RFP and will become a part of the Agreement:

Retention Employee Defined: Retention Employee means any person employed by the predecessor contractor or any subcontractor to the predecessor contractor that provides goods or services at the Airport who meets the following requirements:

1. Performs work on the Airport Contract;
2. Is not an exempt employee under the Fair Labor Standards Act;
3. Has been employed by the Predecessor Employer for at least the six (6) month period prior to the date of the new contract with the Successor Employer;
4. Has not been convicted of a crime that is related to his or her employment at the Airport or to his or her job performance at the Airport; and
5. Has not been demonstrated to the City to present a significant danger to Airport users or employees, co-workers or City staff.

Eligible Retention Employee Defined: Eligible Retention Employee means a current employee of the new Contractor who meeting the following requirements:

1. The person has been employed by the Contractor for at least six (6) months prior to the date of the new service or labor agreement;
2. The person would otherwise need to be terminated as a result of the implementation of the Airport Living Wage Ordinance; and
3. The Contractor chooses to designate the person as an Eligible Retention employee.

The Contractor must establish requirements 1. and 2. above by submitting payroll records or other reliable evidence satisfactory to the City of San Jose's Director of the Office of Equality Assurance. If the Contractor cannot submit such evidence, the employee cannot be designated an Eligible Retention Employee.

Employment of Qualified Retention Employees

The new Contractor shall offer continued employment to all Retention Employees who are interested in such continued employment.

The City of San Jose's Office of Equality Assurance will provide the new Contractor with information regarding which employees of the predecessor

contractor are Retention Employees to the extent that such information is available to the City of San Jose.

In the event the new Contractor does not have enough positions available to hire all Retention Employees desiring continued employment and to retain its Eligible Retention Employees, the new Contractor shall hire Retention Employees and retain Eligible Retention Employees by seniority within each employment classification. For any positions that become available during the initial ninety (90) day period of the Agreement, the Contractor shall hire Retention Employees and rehire its Eligible Retention Employees by seniority within each employment classification.

Retention Requirements

Retention Employees hired by the new Contractor may not be discharged without cause during the initial ninety (90) day period of their employment.

The new Contractor shall offer continued employment to each Retention Employee who received a satisfactory performance evaluation at the end of the initial ninety (90) day period of employment. Such employment shall be offered under the same terms and conditions established by the new Contractor for all of its employees.

EMPLOYEE WORK ENVIRONMENT EVALUATION AND LABOR PEACE ASSURANCE

All service and labor agreements are required to undergo an Employee Work Environment Evaluation. This Evaluation looks into a proposer's history as an employer and work condition commitments. Each proposer is required to complete an Employee Work Environment Questionnaire and return it with the proposal.

The City of San Jose has determined that labor peace is essential to the proprietary interests of the City in this RFP to ensure that contractors conducting business on City property are good employers, provide a good work environment without encroaching on the contractor's ability to conduct business and comply with federal, state and City employment policies.

Proposers are required to complete the **Questionnaire** and attach any documents to show how it will prevent labor disputes or unrest from occurring during the term of the City Agreement. If the Questionnaire is incomplete or inadvertently omitted from your proposal, it will not result in immediate disqualification of your proposal. However, failure to submit these forms with your proposal or incomplete submittals, may result in a lower overall score.

As explained in the **Questionnaire**, Proposers are free to submit any plan or program that demonstrates a good work environment and prevents disruption in services due to disputes with its employees. The following examples are provided solely for purpose of example. They are not intended to limit a Proposer in any way from submitting any plan or program that assures labor peace.

1. Any existing or proposed plans, benefits or programs undertaken by the employer to attract and retain qualified employees and assist in providing uninterrupted service through the employer's workplace condition and practices (Example: Company's Employee Handbook);
2. A written dispute resolution policy or procedure (Example: Company's Employee Handbook);
3. A written grievance policy or procedure (Example: Company's Employee Handbook);
4. The formation of a joint labor-management committee – A committee comprised of employees from both labor and management to discuss issues of mutual concern;
5. A collective bargaining agreement between a firm and a recognized union;
6. Labor neutrality provisions – A labor neutrality provision means the proposer, as employer, will accept a union's campaign to convince the employer's employees about the merits of unionization and also refrain from offering arguments against unionization;
7. "Card Check" provision – A "card check" provision means the proposer/employer would agree to allow representatives from a labor union to come on company property during work hours for the purposes of organizing its workforce and collecting union authorization cards. The proposer/employer pledges to recognize the union if a certain number of signed union authorization cards are collected. This type of provision is typically coupled with a Labor Neutrality provision.
8. Any other information, plan or program regarding how the proposer will protect against disruptions in service due to disputes with its employees during the Term and any Option period of the Agreement.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SAN JOSE AMENDING PARTS 3 AND 5 OF CHAPTER 25.11 OF TITLE 25 OF THE SAN JOSE MUNICIPAL CODE TO REVISE THE METHOD FOR DETERMINING MINIMUM COMPENSATION AND AMENDING PARTS 15 AND 17 REGARDING ADMINISTRATION AND ADMINISTRATIVE ENFORCEMENT FOR THE AIRPORT LIVING WAGE AND LABOR STANDARDS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SAN JOSE:

SECTION 1. Section 25.11.335 of Chapter 25.11 of Title 25 of the San José Municipal Code is hereby added to read as follows:

25.11.335 Compensation

“Compensation” shall mean the sum of the hourly wage, an employer’s direct hourly contribution for a Covered Employee’s health and medical care insurance, if any, and an employer’s direct hourly contribution for a Covered Employee’s retirement benefits, if any. In the event that a Covered Employee is offered and voluntarily declines a direct hourly contribution for health and medical care insurance and/or retirement benefits, Compensation shall also include the value of any such direct hourly contribution offered to and declined by the Covered Employee.

SECTION 2. Section 25.11.500 of Chapter 25.11 of Title 25 of the San José Municipal Code is hereby amended to read as follows:

25.11.500 Payment of Minimum Compensation

A. Except as otherwise provided in this Part, all Airport Businesses shall provide to their Covered Employees the following Minimum Compensation:

1. If Minimum Health Insurance Benefits are provided, Compensation of no less than Twelve Dollars and Ninety-Four Cents (\$12.94) per hour.
 2. If Minimum Health Insurance Benefits are not provided, Compensation of no less than Fourteen Dollars and Nineteen Cents (\$14.19) per hour.
- B. Minimum Compensation will be reviewed annually to determine if any adjustment should be made based on any change as of December 31st of the previous year in the CPI. If the CPI has not increased or if the CPI has declined, the Minimum Compensation shall remain unchanged.
- C. The Minimum Compensation applicable if Minimum Health Insurance Benefits are not provided shall be adjusted to remain One Dollar and Twenty-Five Cents (\$1.25) greater than the Minimum Compensation applicable if Minimum Health Insurance Benefits are provided.
- D. Any Minimum Compensation adjustments shall be effective July 1st of each year.
- E. At least thirty (30) days prior to the adjustment of Minimum Compensation, the Director shall publish the new Minimum Compensation requirements on the City of San José website.

SECTION 3. Section 25.11.510 of Chapter 25.11 of Title 25 of the San José Municipal Code is hereby amended to read as follows:

25.11.510 Exemptions

- A. The minimum compensation requirements of this Part shall not apply to any Airport Business during the term of any collective bargaining agreement that

expressly provides that the terms of the collective bargaining agreement shall supersede either the Living Wage Policy or the minimum compensation requirements of this Part.

- B. Contractors currently operating at the Airport pursuant to the terms of an Airport Contract that is subject to and includes the terms and conditions of the Living Wage Policy and/or Prevailing Wage Policy shall not be subject to the requirements of this Part for the remaining term of the Airport Contract.

Notwithstanding the foregoing, the City Manager shall be authorized to enter into an amendment with a Contractor to delete the terms and conditions of the Living Wage Policy and/or Prevailing Wage Policy for the remaining term of the Airport Contract. The requirements of this Part shall apply to a Contractor that is party to any such Airport Contract from the effective date of any such amendment.

SECTION 4. Section 25.11.520 of Chapter 25.11 of Title 25 of the San José Municipal Code, entitled “Temporary Exemption for Passenger Airlines,” is hereby deleted.

SECTION 5. Section 25.11.1530 of Chapter 25.11 of Title 25 of the San José Municipal Code is hereby amended to read as follows:

25.11.1530 Record Keeping, Reporting and Audit

- A. Each Airport Business that is subject to the Minimum Compensation requirements of this Chapter shall maintain for each employee performing work at the Airport a true and accurate record of the employee’s name, address, job classification, hours worked, pay rate and health benefits received, and shall preserve such records for at least three (3) years.
- B. Each Airport Business shall submit a copy of the records or documents required to be kept pursuant to this Section to the City for the previous calendar year by

January 31st of each year. Failure to provide a copy of such records or documents by February 5 of each year will result in a late fine of One Hundred Dollars (\$100.00) per day.

- C. Each Airport Business shall make all records or documents required to be kept pursuant to this Section or regulations promulgated by the Director to verify compliance with this Chapter available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at the Airport Business' address indicated for receipt of notices in the Airport Contract or permit.
- D. The records or documents required to be kept pursuant to this Section or regulations promulgated by the Director to verify compliance with this Chapter shall be complete and accurate. The provision of false information to the City shall be a violation of this Chapter.

SECTION 6. Section 25.11.1712 of Chapter 25.11 of Title 25 of the San José Municipal Code is hereby added to read as follows:

25.11.1712 Audits

The Director shall audit the records of each Airport Business to verify compliance with this Chapter no less frequently than once in any two-year period.

SECTION 7. Section 25.11.1715 of Chapter 25.11 of Title 25 of the San José Municipal Code is hereby added to read as follows:

25.11.1715 Notice of Violation of Minimum Compensation Requirements and Opportunity to Correct

Where based upon a complaint or otherwise, if the Director determines that an Airport Business has violated the minimum compensation requirements of this Chapter, and only if the Airport Business has not violated the minimum compensation requirements of this Chapter at any time within the immediately preceding three-year period, the Director shall issue a written notice to the Airport Business that the violation is to be corrected within thirty (30) days.

SECTION 8. Section 25.11.1720 of Chapter 25.11 of Title 25 of the San José Municipal Code is hereby amended to read as follows:

25.11.1720 Administrative Citation

- A. For violations of the minimum compensation requirements of this Chapter that are subject to a Notice of Violation from the Director under Section 25.11.1715 above, in the event that an Airport Business has not demonstrated to the Director within thirty (30) days from a Notice of Violation that it has corrected the violation of this Chapter, the Director shall have the authority to issue an administrative citation to any person responsible for the violation. In the event that the Director determines that the nature of a violation of the minimum compensation requirements of this Chapter is such that more than thirty (30) days reasonably are required to correct the violation, then the Director shall not issue an administrative citation so long as the Airport Business commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

- B. For violations of the minimum compensation requirements of this Chapter that are not subject to a Notice of Violation from the Director under Section 25.11.1715 above and for any other violations of this Chapter, the Director shall have the authority to issue an administrative citation to any person responsible for the violation.
- C. Each administrative citation shall contain the following information:
1. The date of the violation;
 2. The section of this Chapter violated and a description of the violation;
 3. The amount of the fine and restitution for the violation;
 4. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;
 5. An order prohibiting the repeated occurrence of the violation described in the administrative citation;
 6. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained; and
 7. The name and signature of the Director.

SECTION 9. Section 25.11.1730 of Chapter 25.11 of Title 25 of the San José Municipal Code is hereby amended to read as follows:

25.11.1730 Fine and Restitution Amount

- A. For violations of the minimum compensation requirements imposed pursuant to this Chapter, the fine amount shall be equal to the difference between the actual amount of wages paid and the amount of wages that should have been paid for each Covered Employee paid less than the required minimum compensation wage rate. The restitution amount shall be equal to the difference between the actual amount of wages paid and the amount of wages that should have been paid.
- B. For violations of the employee retention requirements imposed pursuant to this Chapter, the fine amount shall be equal to three (3) times the amount of wages unpaid for the period that the Retention Employee should have been but was not employed, but not to exceed one hundred dollars (\$100) for each calendar day, or portion thereof, for each Retention Employee not employed. The restitution amount shall be equal to the amount of wages unpaid for the period that the employee should have been but was not employed.
- C. The fine amounts collected under subsections A and B, above, shall be used to defray the cost of administration of the requirements of this Chapter.
- D. For other violations of this Chapter, the fine amount shall be one hundred dollars (\$100) per violation, except as otherwise specified in this Chapter.

SECTION 10. The provisions of this Ordinance shall be applied retroactive to January 1, 2011.

PASSED FOR PUBLICATION of title this _____ day of _____, 2010, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

CHUCK REED
Mayor

ATTEST:

LEE PRICE, MMC
City Clerk

ATTACHMENT H
EXHIBIT 2



**City of San José Living Wage
Determination**

CONTRACT SCOPE: **Contact Law Enforcement Services at Norman Y. Mineta
San Jose International Airport**

Contracts governed by the Norman Y. Mineta San Jose International Airport Living Wage Ordinance (Ordinance No. 28862) require Airport Businesses to provide their covered employees the following minimum compensation rates:

1. If minimum health insurance benefits are provided, compensation of no less than **twelve dollars and ninety-four cents (\$12.94) per hour**.
2. If minimum health insurance benefits are not provided, compensation of no less than **fourteen dollars and nineteen cents (\$14.19) per hour**.

The minimum compensation required to be paid to covered employees is the sum of the hourly wage, the employer's direct hourly contribution for the covered employee's health and medical care insurance (if any), and the employer's direct hourly contribution for the covered employee's retirement benefits (if any). For the lower rate to apply, the employer must either (a) offer the covered employee an employer-sponsored health insurance plan for which the employer pays at least 50% of the cost, or (b) pay at least 50% of the cost of the covered employee's health plan.

The minimum compensation rates will be reviewed annually to determine if any adjustment should be made based on any change as of December 31st of the previous year in the CPI-U for San Francisco-Oakland-San Jose. If the CPI has not increased or if the CPI has declined, the minimum compensation rate shall remain unchanged.

Any minimum compensation rate adjustments shall be effective July 1st of each year.

Hours and Days of Work

(Industrial Welfare Commission Order No. 16-2001)

Employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6)

days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half ($1 \frac{1}{2}$) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh (7th) consecutive day of work in a workweek.

**ATTACHMENT I
EMPLOYEE WORK ENVIRONMENT
AND LABOR PEACE QUESTIONNAIRE**

SECTION I: CONTRACTOR INFORMATION

Contractor Name: _____ Date: _____

Address: _____

Phone: _____ FAX: _____

Prepared by: _____ Title: _____

SECTION II: EMPLOYEE HEALTH BENEFITS

1. Does your company provide a health insurance plan or program for employees?

NO, we do not provide a health insurance plan or program for employees.

YES, we do provide a health insurance plan or program for employees.

If the answer is no, does your company provide benefits in lieu of a health insurance plan? (Be specific. Describe on a separate sheet and attach.)

2. If the answer to Question 1 above is yes, please provide the following information:

2a. Please list the health insurance plan(s) or program(s) offered to your employees (use additional sheets if necessary)

2b. What is the contribution by the employee per pay period to this plan?

\$ _____ for single coverage, no dependents

\$ _____ for family coverage, with dependents

Pay period is (check one): Weekly Bi-weekly Semi-monthly Monthly

2c. What is the contribution by the company, per employee, per pay period, to this plan?

\$ _____ for single coverage, no dependents

\$ _____ for family coverage, with dependents

2d. How long must the employee be employed by your company before they are eligible for health insurance coverage?

_____ Days Month Year

2e. What job classifications of your employees are covered by the insurance program outlined above? (Use additional sheets if necessary.)

2f. Does your health insurance coverage pertain to part-time and full-time employees?

Yes No If no, please explain.

SECTION III: EMPLOYEE BASIC BENEFITS

1. Indicate the basic benefits your workers receive.

Years of Service	# of Vacation Days	# of Sick Days	# of Personal Days
After 1 year			
After 5 years			
After 10 years			

Other: (Explain.)

2. Indicate the paid holidays your workers receive by placing check mark to the left of each.

<input type="checkbox"/>	New Year's Day	<input type="checkbox"/>	Independence Day	<input type="checkbox"/>	Christmas
<input type="checkbox"/>	Martin Luther King Jr. Day	<input type="checkbox"/>	Labor Day	<input type="checkbox"/>	Floating Holiday
<input type="checkbox"/>	Washington's Birthday	<input type="checkbox"/>	Veterans' Day	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Memorial Day	<input type="checkbox"/>	Thanksgiving Day	<input type="checkbox"/>	Other:

3. Do you allow for unpaid leave? Yes, please explain policy. No

SECTION IV: EMPLOYEE COMPLAINT PROCEDURE

1. Does your company have an employee complaint resolution procedure?

YES (Attach a copy of our company's employee complaint resolution procedure.

NO, our company does not have an employee complaint resolution procedure.

SECTION V: COMPLIANCE WITH STATE AND FEDERAL WORKPLACE STANDARDS

Have any of the following State or Federal Regulatory agencies obtained final orders or final judgments finding a violation by your company of State or Federal law relating to the treatment of your employees? If your answer is yes to any of the questions below, please provide the date of entry of the final judgment or order, the agency which obtained the order, and a brief description of the nature of the violation on a separate sheet of paper.

1. California Department of Fair Employment and Housing Department (DFEH).

NO, our company has not had any final judgment or administrative order.

YES, our company has had final judgment(s) or administrative order(s).

2. California Department of Industrial Relations (Cal OSHA).

NO, our company has not had any final judgment(s) or administrative order(s)

YES, our company has had final judgment(s) or administrative order(s).

3. California Department of Industrial Relations (Minimum Wage, hours or working conditions) Labor Board

NO, our company has not had any final judgment(s) or administrative order(s).

YES, our company has had final judgment(s) or administrative order(s).

SECTION VI: LABOR PEACE ASSURANCE

The City of San Jose has determined that labor peace is essential to the proprietary interests of the in this RFP to ensure that contractors conducting business on City property are good employers, provide a good work environment without encroaching on the contractor's ability to conduct business and comply with federal, state and City employment policies.

Proposers are free to submit any plan or program that demonstrates a good work environment and prevents disruption in services due to disputes with its employees. The following examples are provided solely for purpose of example. They are not intended to limit a proposer in any way from submitting any plan or program that assures labor peace.

1. Any existing or proposed plans, benefits or programs undertaken by the employer to attract and retain qualified employees and assist in providing uninterrupted service through the employer's workplace condition and practices (Example: Company's Employee Handbook);
2. A written dispute resolution policy or procedure (Example: Company's Employee Handbook);
3. A written grievance policy or procedure (Example: Company's Employee Handbook);
4. The formation of a joint labor-management committee – A committee comprised of employees from both labor and management to discuss issues of mutual concern;
5. A collective bargaining agreement between a firm and a recognized union;
6. Labor neutrality provision – A labor neutrality provision means the proposer, as employer, will accept a union's campaign to convince the employer's employees about the merits of unionization and also refrain from offering arguments against unionization;
7. "Card Check" provision – A "card check" provision means the proposer/employer would agree to allow representatives from a labor union to come on company property during work hours for the purpose of organizing its workforce and collecting union authorization cards. The Proposer/Employer pledges to recognize the union if a certain number of signed union

authorization cards are collected. This type of provision is typically coupled with a Labor Neutrality provision;

8. Any other information, plan or program regarding how the proposer will protect against disruptions in service due to disputes with its employees during the Term and any Option period of the Agreement.

Proposers are required to respond in the space provided below and attach any documents to show how it will prevent labor disputes or unrest from occurring during the term of the City Agreement. If no response is completed, the proposal will be deemed non-responsive.

Proposer provides the following Labor Peace Assurance(s):

SECTION VII: WARRANTY AND REPRESENTATION

By signing below, proposer warrants and represents that if proposer is successful, the above listed benefits and complaint procedure will be maintained for the term of the agreement, and proposer

declares that, to the best of its ability, it intends to ensure that essential services and labor for which it has been contracted will be provided efficiently and without interruption.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT J

INSURANCE

CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance and/or self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operation, personal injury and false arrest, and fire Legal Liability; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Crime Coverage
5. Police Professional Liability Errors and Omissions insurance; and

B. Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. Commercial General Liability: \$25,000,000 per occurrence for bodily injury, personal injury, false arrest and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, \$100,000 Fire Legal Liability; and
2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and
4. Crime Coverage; and

- Form A: Employee Dishonesty
- Form B: Forgery or Alteration
- Form C: Theft, Disappearance, Destruction Inside/Outside Premises
- Form D: Robbery and Safe Burglary Inside/Outside Premises

5. Police Professional Liability; Police Professional Liability Errors and Omissions Insurance \$1,000,000 each occurrence \$2,000,000 aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officer, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

b. CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

d. Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. **Duration**

1. Commercial General Liability, Professional Liability and Pollution Liability coverages shall be maintained continuously for a minimum of five (5) years after completion of work under this AGREEMENT.

2. If any of such coverages are written on a claims-made basis, the following requirements apply:

a. The policy retroactive date must precede the date work commenced under this AGREEMENT.

b. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, CONTRACTOR must purchase an extended reporting period equal to or greater than five (5) years after completion of work under this AGREEMENT.

F. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

G. **Verification of Coverage**

CONTRACTOR shall furnish CITY with certificates of insurance or proof of self-insurance with original endorsements affecting coverage required by this AGREEMENT. The certificates, endorsements, or proof of self-insurance are to be signed by a person authorized by that insurer or self-insured program to bind coverage on its behalf.

Proof of insurance or self-insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose - Human Resources
Risk Management
200 East Santa Clara St., 2nd Floor - Wing
San Jose, CA 95113-1905

G. **Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies and/or self-insured program or shall obtain separate certificates and endorsements for each subcontractor.



ATTACHMENT K LABOR COMPLIANCE ADDENDUM

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement or Service Order, including all renewals and extensions, is subject to all applicable provisions.

Payment of Minimum Compensation to Employees. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate and/or Living Wage Rate as indicated in the attached Exhibit(s) titled **Work Classification and/or Living Wage Determination**.

A. Prevailing Wage Requirements. California Labor Code and/ or Resolutions of the San Jose City Council require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

B. Living Wage Requirements. Any person employed by Contractor or subcontractor or City financial recipient or any sub recipient whose compensation is attributable to the City's financial assistance, who meets the following requirements is considered a covered employee. The employee: 1) is not a person who provides volunteer services, that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; 2) spends at least half of his or her time on work for the City [4 hours a day or 20 hours a week]; 3) is at least eighteen (18) years of age; and 4) is not in training for the period of training specified under training standards approved by the City.

C. Reports. Contractor shall file a completed and executed copy of this Addendum with the Department of Finance. Upon award the Department of Finance shall provide the contractor with compliance documents to be completed and returned (with supporting documentation) to the Office of Equality Assurance. **These documents must be returned within 10 days of receipt.** Contractor shall not perform on site work on this contract until labor compliance documents are filed. Contractor shall also report additional information, including certified payrolls, as requested by Director of Equality Assurance to assure adherence to the Policy.

D. Coexistence with Any Other Employee Rights. These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.

E. Audit Rights. All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise,

unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

F. Enforcement.

1. **General.** Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to comply with the Wage Requirement and to submit certain documentation to the City establishing its compliance with such requirement. ("Documentation Provision.") Contractor further acknowledges the City has determined that the Wage Requirement promotes each of the following (collectively "Goals"):
 - a. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
 - b. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
 - c. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.
 - d. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.
2. **Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions.**
 - a. **WITHHOLDING OF PAYMENT:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to the Contractor pursuant to this Agreement. **THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENT DUE THE CONTRACTOR UNTIL CONTRACTOR HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THESE PROVISIONS. THIS PROVISION MEANS THAT CITY CAN WITHHOLD ALL OR PART OF A PAYMENT TO CONTRACTOR UNTIL ALL REQUIRED DOCUMENTATION IS SUBMITTED.** Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Requirement or the Documentation Provision.
 - b. **RESTITUTION:** Require the employer to pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.
 - c. **SUSPENSION OR TERMINATION:** Suspend and/or terminate Agreement for cause;
 - d. **DEBARMENT:** Debar Contractor or subcontractor from future City contracts and/or deem the recipient ineligible for future financial assistance.
 - e. **LIQUIDATED DAMAGES FOR BREACH OF WAGE PROVISION:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the

workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impracticable and/or extremely difficult. **THEREFORE, THE PARTIES AGREE THAT, IN THE EVENT OF SUCH A BREACH, CONTRACTOR SHALL PAY TO THE CITY AS LIQUIDATED DAMAGES THE SUM OF THREE (3) TIMES THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF WAGES PAID AND THE AMOUNT OF WAGES THAT SHOULD HAVE BEEN PAID.**

City

Contractor

By _____
Name:
Title: Purchasing Manager (or authorized designee)
Date: _____

By _____
Name:
Title:
Date: _____