

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
UNIVERSAL PROTECTION SERVICES LP
DBA
ALLIED UNIVERSAL SECURITY SERVICES
for
PORT SECURITY SERVICES
AGREEMENT NO.07-2022RH**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and UNIVERSAL PROTECTION SERVICES LP, DBA ALLIED UNIVERSAL SECURITY SERVICES, a California Limited Partnership (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or their designated representative informed of the progress of said services at all times.
2. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2022 and shall terminate on June 30, 2025, subject to earlier termination as provided below. Two 1-year options may be granted at the District's sole discretion. Option Year One, if granted, shall commence July 1, 2025, and shall terminate on June 30, 2026. Option Year Two, if granted, shall commence on July 1, 2026, and shall terminate June 30, 2027.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
 - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$8,945,600.00. Two (2) option years may be granted at

the District's sole discretion. Option Year One, if granted, shall not exceed \$3,422,000.00. Option Year Two, if granted, shall not exceed \$3,661,400.00. The maximum expenditure under this agreement with two option years is \$16,029,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- b. **Payment Procedure.** For work performed on an hourly basis, Service Provider agrees to assign the person with the lowest hourly rate who is fully competent to provide the services required. If Service Provider finds it necessary to have work, which would usually be performed by personnel with a lower rate, performed by personnel paid at the higher hourly rate, Service Provider shall nevertheless, bill at the lower rate.
- c. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS.**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to

inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.

- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS.**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible

to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. Listed below are the firms that the District has approved as Service Provider's sub-contractors to provide services under this Agreement:

<u>NAME OF FIRM</u>	<u>TYPE OF SERVICES PROVIDED</u>
SIX MARITIME INC.	SECURITY GUARD SERVICES

- c. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE.**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age,

ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.
7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.
8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of Executive Director (President/CEO) of District in each instance.
9. **INDEMNIFY, DEFEND, HOLD HARMLESS.**
 - a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents,

subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS.**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit B, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
 - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit

and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

(4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

(a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.

(b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.

(c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

(5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit B and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required

shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or subcontractors.

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.
13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations,

discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

16. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.
17. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were

performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

18. **DISPUTE RESOLUTION.**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, sub-contractor and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.
- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which

claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek

reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

20. **COMPLIANCE WITH PREVAILING WAGE LAWS (IF APPLICABLE).**

a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.

b. Certified Payrolls. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls electronically via the software LCPtracker.

(1) LCPtracker is a web-based system, accessed on the World Wide Web by a web browser. Service Provider will be given a Log-On identification and password to access the San Diego Unified Port District's reporting system upon Service Provider's request.

(2) The use of LCPtracker by the Service Provider is mandatory. Access to LCPtracker will be provided at no cost to the Service Provider.

(3) In order to utilize LCPtracker, the Service Provider needs a computer and internet access. A digital camera and a scanner may be useful. For more information, go to www.lcptracker.com. To

Login, go to www.lcptracker.net and from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the District upon Service Provider's request.

- (4) Use of the system will entail data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid etc. The Service Provider's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.
- (5) Service Provider must require all lower-tier sub participants the mandatory requirement to use LCPtracker to provide any required labor compliance documentation. Lower-tier sub participants will be given a Log-On identification and password from the Service Provider.
- (6) Training options can be provided to the Service Provider upon request.

21. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM (IF APPLICABLE).**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the

contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
23. **EQUAL OPPORTUNITY EMPLOYMENT.** Service Provider represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, gender, gender expression, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Service Provider will, within forty-five (45) days of the effectiveness of this Agreement, provide a written statement of its commitment to diversity, equity, and inclusion, which shall include a commitment and brief description of its plan to implement good faith efforts to recruit subconsultants and employees in a non-

discriminatory manner. If Service Provider fails to provide such written statement as required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination. Service Provider shall, not later than sixty (60) days prior to the expiration of each anniversary of the effective date of this Agreement, provide a written report describing Service Provider's actions and results in furtherance of its commitment to diversity, equity, and inclusion, as well as provide an updated Employment & Ownership Report in the form attached hereto as Exhibit C, or updated form provided by District. Service Provider's report shall not identify individual subconsultants and employees by name. If Service Provider fails to provide such report and/or Exhibit C, as required, the District may terminate this Agreement, effective immediately, by providing written notice of such termination.

24. **IDENTIFICATION OF SERVICE NEEDS**

Attachment A, Scope of Services, generally describes the District's Service needs for security and other personnel, to be provided through this Agreement, for the District's Cruise Ship Terminals (CST) and Tenth Avenue Marine Terminal (TAMT). The needs identified in Attachment A are general estimates of expected needs. The District will provide Service Provider advanced notice of changes in standard service/personnel needs, consistent with this paragraph.

- a. CST: District will provide Service Provider no less than five (5) business day advanced notice (from the day service/personnel is to be provided) of security/personnel needs for cruise ship calls.
- b. TAMT and Other Terminals: The service needs identified in Attachment A, Scope of Services, for TAMT and other terminals are considered accurate and appropriate for most circumstances. If District determines that special circumstances warrant additional security personnel, District will provide Service Provider no less than twenty-four hours (24) advanced notice (from the day security/personnel is to be provided) of additional security/personnel needs for TAMT and/or other terminals.

25. **SERVICE PROVIDER ACHIEVEMENT OF SERVICE NEEDS**

Service Provider warrants that the service and security needs of the District, as outlined in this Agreement, will be met and that District, as a strategic port that also services cruise operator and diverse clients, has security, reputational, and regulatory interest in ensuring that adequate and appropriate security services are provided. Therefore, Service Provider acknowledges and agrees that:

- a. Service Provider will, to the extent possible, provide advanced notice of any expected shortfall in security personnel (from the needs identified by the District).
- b. If Service Provider cannot meet the security/personnel needs as identified by the District, whether a result of Service Provider's inability to secure needed personnel or no-shows on days when service is required, and District procures additional security to offset any deficiency in identified service needs (whether through Attachment A or notice from the District), Service Provider is responsible for any additional costs incurred by the District in procuring such services, including, but not limited to, (1) increased hourly/daily rates for security personnel and (2) increased administrative costs. When the District procures additional personnel, District will provide Service Provider with an invoice of costs incurred by the District and will deduct from payment otherwise due to Service Provider (1) the difference in security personnel costs that the District would have paid to Service Provider and the total costs incurred by District in securing additional personnel to meet identified service needs (Increased Wages Amount) plus (2) five percent (5%) of the Increased Wages Amount to account for District's administrative costs in procuring additional personnel.
- c. If Service Provider cannot meet identified security/personnel needs of the District, and the District incurs a monetary penalty or fine imposed by a third party resulting from the failure of Service Provider to provide security/personnel as requested by District (Service Deficiency Fine),

Service Provider shall be responsible for any such Service Deficiency Fine. In such circumstances, District will provide Service Provider evidence of such Service Deficiency Fine and will deduct from payment otherwise due to Service Provider the total amount of any Service Deficiency Fine.

- d. Service Provider and District agree that the Service Provider's failure to achieve consistent provision of the Services, as outlined in this Agreement and requested by the District pursuant to the terms of this Agreement, will cause the District to incur economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty. Therefore, if Service Provider fails to meet a response time or fails to perform services as requested by District, Service Provider agrees to a deduction off the total invoice using the formula and criteria below, which Service Provider and the District agree are reasonable estimate of losses that may be suffered should Service Provider fail to perform (Deduction). If Service Provider's failure to achieve services requirements is the result of District operations beyond the Service Provider's control, no Deduction will be applied. Deductions will be at the discretion of the District Representative based on validation of the circumstances and will be communicated through a letter from District to Service Provider. District will notice Service Provider of a Deduction within ten (10) business days of the day of the failed response time or service performance.

<i>Individual Personnel Deduction Formula</i>	Rate of Position Missing x Number of Hours Short = Individual Amount
<i>Deduction Formula</i>	Aggregate of all Individual Amounts for a shift shortage. A shortage factor may be applied at the discretion of District. Shortage factor to be applied as follows: For each guard shortage up to five (5) guards, a multiplier of three (3) shall

	be applied to the Deduction. For each guard shortage above five (5) guards, no shortage factor shall be applied.
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26. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

a. Submit all correspondence regarding this Agreement to:

Dan Valentine, Manager
 Maritime Operations
 San Diego Unified Port District
 P.O. Box 120488
 San Diego, CA 92112-0488
 Tel. (619) 686-6371
 Email: dvalentine@portofsandiego.org
 E-mail CC: Dfoster@portofsandiego.org

b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Steve Claton, President SW Region
 Universal Protection Service dba Allied Universal Security Services
 1551 N. Tustin Ave. Suite 650
 Santa Ana, CA 92705
 Tel. (714) 619-9719
 Email: steve.claton@aus.com

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- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT**UNIVERSAL PROTECTION SERVICE**

Joel Valenzuela
Director, Maritime

Steve Claton

Steve Claton
President, SW Region

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A
SCOPE OF SERVICES
San Diego Unified Port District

General Scope

1. The San Diego Unified Port District (District) requires security guard and security screening services and related administrative support for Port facilities and installations, and the marine cargo terminals and cruise ship passenger terminals to provide physical security management, access control, and safeguarding of assets and facilities. Guards, security screeners, administrative support personnel and site supervisors performing work on the District's facilities shall have completed Maritime Transportation Security Act (MTSA) and DHS approved security screener training commensurate to their assigned post. All security guards and personnel assigned to the District's terminals must hold a Transportation Worker Identity Credential (TWIC). Information concerning TWIC can be found on the Transportation Security Administration's web site: www.tsa.gov/twic

B. Service Locations and General Requirements

1. **Tenth Avenue Marine Terminal (TAMT):** The TAMT is a 96-acre marine cargo terminal, located north of the Coronado Bridge and south of the San Diego Convention Center, with a main gate located off Cesar Chavez Parkway, at 1790 Water Street, San Diego, CA 92101. The TAMT has a secondary, back gate located south of Harbor Drive, in the northeast corner of the terminal, used primarily for container trucks exiting the terminal. The TAMT is a multi-use facility, open 24-hours daily, that serves a variety of tenants and deep draft cargo vessels and supports import and export operations that include dry-bulk, break-bulk, containerized, cold storage warehouse cargos, and military operations. The Service Provider is responsible for all Access Control procedures as described in the TAMT Facility Security Plan (FSP), 33 CFR Part 105, and TAMT Post Orders. This may include but is not limited to:
 - a. Directing and controlling vehicular and pedestrian traffic in and out of TAMT. With the implementation of the Transportation Worker Identity Credential (TWIC) program in San Diego, all persons requiring unescorted access onto the Tenth Avenue Marine Terminal (TAMT) must have a TWIC and be on an access list approved by the District. Guards shall verify that all persons entering have a valid TWIC and are on an approved access list and have a valid government issued identification card. Persons not holding a TWIC and/or not on an approved

access list will not be permitted onto the terminal unless they are escorted by a person that both holds a TWIC and is on the list of persons authorized to act as an escort.

- b. Maintaining a visitor ID badge log, TWIC escort log, watch log, and log of vehicles entering and leaving the terminal
- c. Screening ship's stores, cargo, persons or baggage prior to allowing access into the restricted areas of the terminal.
Screening procedures of cargo and ship's stores include:
 - (1) Verifying driver identification including possession of a valid TWIC
 - (2) Reviewing paperwork to ensure that all visitors have a business purpose for being on the marine terminal.
 - (3) Ensuring paperwork matches cargo or stores prior entry into or exit out of the terminal
 - (4) Verifying security seal integrity and logging numbers.
 - (5) Inspecting physical integrity of cargo or stores
 - (6) Notifying proper authorities of anything out of the ordinary
- d. Conducting random inspections of vehicles entering or exiting terminal premises as prescribed in the FSP or additional inspections as requested by shipping lines
- e. Collecting manifests and delivery receipts for all cargo, equipment and material entering the terminal on motor vehicles
- f. Screening trucks, issuing dock passes for trucks entering the facilities and collecting properly documented passes for trucks prior to allowing egress off the premises. Includes insuring proper release of cargo out the gate through the review of all documentation for completeness and accuracy.
- g. Opening and securing terminal and facility vehicle and railroad gates, as well as, interior and exterior doors, as appropriate.
- h. Conducting random, roving patrols of the 96-acre terminal perimeter, restricted areas, and on-terminal facilities.
- i. Monitoring and maintaining communications at the Main Gate entrance including District-provided telephone, 800 MHz radio and VHF radio systems.
- j. Monitoring video feed from closed circuit television (CCTV) security cameras.

- k. Participating in drills or exercises as required
- l. Making proper notifications during emergencies or breaches of security
- m. Escorting visitors and customers not possessing a TWIC. Security Service Provider must provide some sort of fee for service escorting and have the capability to provide GPS based monitoring for virtual escorting at MARSEC Level 1 for visitors and customers.
- n. Preparing a daily assembly of access lists of persons and vehicles expected to arrive at the terminal on succeeding days
- o. Performing additional security duties as may be assigned, including but not limited to verifying that all trucks entering the terminal comply with the California Air Resources Board Emission vehicle requirements.
- p. Site supervisor must have completed a U S Coast Guard approved Facility Security Officer Training Program and submit the certificate to the District's Facility Security Officer. Training should take place every other year to stay familiar with MTSA regulations. Expense for the training classes will be the responsibility of the Service Provider.
- q. Service requirements at TAMT consist of continuous staffing, 24 hours per day, 365 days per year, including holidays. Posts include:
 - Supervisor. An on-site supervisor to provide direction, leadership, training and administrative support for the guards assigned to TAMT. Supervisor will be assigned for approximately 40 hours weekly, during peak traffic periods. Supervisor may be required to shift or extend hours as required on an as-needed basis, as dictated by operational requirements, changes in Maritime Security (MARSEC) levels, homeland security threat conditions, or as determined by the Port Security Manager.
 - Front Gate. Multiple guards will be assigned at the main gate entrance during peak traffic and business hours. Front gate guards control access, verify identification and business purposes, manage escort sign in and sign out, monitor the CCTV system in the guard post, and conduct random terminal inspections.
 - Back Gate. A singular guard will be assigned at the back gate Monday through Friday, from approximately 0900-1700;

hours may vary dependent upon operational needs. Back Gate guard has similar duties to front gate for access control, verification of identification and collection of commercial paperwork/dock passes. Back gate guards may be required after hours and on weekends with advance notice from the FSO or Maritime Operations.

- r. The district will not pay overtime for regularly scheduled shifts due to delay in arrival of a relief guard and through staffing shortfalls. In the rare instance overtime is approved by the district, Guards will not stand post in excess of 12 hours. While the district cannot control outside employment, guards arriving to work at all port facilities should be well rested, sober, clean/groomed and capable of standing their post.
- s. Additional guard services may be specified by the District on an as needed basis for this Terminal for special cargo operations. Please note, the Port of San Diego is 1 of 17 Strategic Ports. The Tenth Avenue Marine Terminal is designated as a marine terminal used by the United States Department of Defense to support the military's mission during a national emergency or a time of war. Additionally, the terminal is also used for the deployment of military personnel and equipment. The military may require unarmed and armed guards to support their operations on short notice.

- 2. **District Cruise Ship Terminal (CST) Facilities:** The CST facilities consist of the B Street and Broadway Piers. B. Street has two vessel berths, a one-story Cruise Ship Terminal building (1140 N. Harbor Dr., San Diego, CA) and two 'temporary' clear-span tent structures. Broadway Pier has one vessel berth and a newly constructed terminal building that is also used for special events. The general location of the CST Facilities is adjacent to North Harbor Drive, San Diego, CA, with direct access to the downtown via Broadway Street. The CST Facilities serve as a base of operations for cruise lines to embark, disembark, or conduct port visitation for cruise ship passengers. Cruise ships may call on any day of the year, on any holiday, and during any hour of the day. During the first year of this agreement, there will be approximately 100 to 150 cruise ship calls on the schedule for the season. The Port receives cruise reservations approximately 18 months in advance but is subject to short notice additions and cancelations.
 - a. The Service Provider is required to provide invoicing on a per ship basis for service provided at the CST Facilities. Invoices shall be provided to the District within 10 calendar days of the

ship's departure. Invoices shall include: a listing of the guards and persons assigned, hours worked, and total charges per guard and person assigned. The Service Provider is responsible for performing all Access Control procedures as described in the CST Facility Security Plan (FSP) and 33 CFR Part 105. This may include but is not limited to:

- (1) Restricting terminal access to ticketed cruise ship passengers and those persons authorized to conduct business within the terminal. Ensuring that persons requiring unescorted access to secure or restricted areas of the terminal facilities possess a Transportation Worker Identity Credential (TWIC) and are authorized access; or, if such persons do not have a TWIC and require access, that they are escorted by persons both possessing a TWIC and who are authorized to be an escort.
- (2) Maintaining a visitor ID badge log, TWIC escort log, watch log, and log of vehicles entering and leaving the secure and/or restricted areas of the terminal.
- (3) The security provider must comply with Coast Guard TWIC Reader regulations.
- (4) Providing checkpoint screening of passengers and crew, checked baggage/luggage screening, hand carried luggage screening, and vessel stores screening in order to prevent the introduction of explosives, improvised explosive devices, illegal substances, alcoholic beverages as may be limited by cruise lines, and prohibited articles into the sterile area of the CST Facilities through the application of X-ray imaging technologies, explosive trace detection systems, metal detection systems, physical search, or other detection innovations or methods. Screeners shall be responsible for the screening of passengers, luggage, carry-on's and ship's stores in accordance with 33 CFR Part 105, MARSEC Directive 105-1, the Facility Security Plan, and Navigation and Vessel Inspection Circular (NVIC) 06-04. Note: The cruise lines may elect to perform the work of screening of all vessel stores and supplies independently and not use the services of the Service Provider for this screening of vessel stores and supplies. Security Provider is also required in this RFP to provide the most current technology needed to properly screen passengers and baggage.
- (5) Providing such X-ray imaging technologies equipment, explosive trace detection systems, metal detection systems, physical search, or other detection innovations or methods to

conduct the prescribed screening. None of the above-stated equipment is provided by the District. It is the provider's responsibility to move the screening equipment as required by operational needs. The Service Provider shall provide the District with documentation of the correct calibration and maintenance of the above stated equipment.

- (6) COVID screening of all passengers, labor, vendors, agents, ground and staff and Port employees. Screening may consist of temperature checks, review of Cruise Line supplied screening forms or verbal health surveys. Guards will have specific screening guidelines and training, provided by the Port or cruise lines. Proper Personal Protective Equipment (PPE) for guards is the responsibility of the service provider. The Port will supply for the site, guests and passengers.
- (7). Conducting random inspections of vehicles entering or exiting terminal premises as prescribed in the FSP or additional inspections as may be required by cruise lines or the Facility Security Officer and maintaining logs of such inspections.
- (8) Collecting manifests and delivery receipts for all cargo, equipment and material entering the terminal on motor vehicles
- (9) Screening trucks at an off-terminal facility, issuing visitor badges and security passes for trucks entering the cruise ship facilities, verifying passes at the cruise ship facilities and collecting properly documented passes for trucks prior to allowing egress from the premises
- (10) Opening and securing terminal and facility gates, as well as, interior and exterior doors, as appropriate.
- (11) Directing vehicular traffic, pedestrians, and on terminal parking and/or assisting District Community Service Officers in these functions on the CST facilities.
- (12) Assisting the District's Wharfinger staff in the control and dispatch of trucks arriving at and staging at nearby off-terminal facilities, currently located at Palm and Pacific Highway, San Diego, CA. The off-terminal truck-staging location is subject to relocation.
- (13) Providing security guards and personnel assigned with customer service training to ensure the highest levels of

customer service to cruise ship passengers, cruise line representatives and the general public.

- c. Service requirements at the CST Facilities will be dictated by cruise ship schedules. Security guard and security screening services will be required on days with cruise ship operations. In general, the requirements for an on station/on-post security guard(s) will commence one hour prior to arrival of a cruise ship and terminate following departure of the cruise ship. Cruise ship schedules generally are available 90 days or longer in advance of the port call. A typical cruise ship arrival time on berth is 0600 with a departure time of 1800 p.m. the same day. Additional services may be required at the CST Facilities on an as-needed basis, as dictated by operational requirements, Facility Security Plan requirements, changes in Maritime Security (MARSEC) levels, TWIC program requirements, homeland security threat conditions, and as determined by the District. Circumstances, such as emergency port calls by vessels, vessel arrivals earlier than the original estimated time of arrival, or delays in vessel departure, may require the assignment of guards or the hold over of assigned guards with as little as one-hour advance notice. Parking for security guards, security screeners, supervisors' personal vehicles, and Service Provider's personnel is not available and is not provided by the District at the CST Facilities.
- d. During off season, the Broadway Pier terminal building will be used for special events. Security Services Provider may be asked to provide a different type of uniform to allow for a more customer service friendly appearance during the events.

3. **NEVP Comfort Station.** Located adjacent to Broadway and B. Street Piers, the NEVP security position is responsible for a walking tour of District property from B. Street Cruise Ship Pier, to Broadway, inclusive of the piers.

Current schedule is seven days a week for a limited number of hours per day but may transition to more or fewer hours depending on District needs.

- C. Service Requirements, 'Regulated Terminals' - Number of Guards, On-Site Supervisors and Security Screeners, Number of Service Hours and Screening Equipment Requirements

1. The District's Facility Security Plans (FSP) and Post Orders summarize the number of guards, on-site supervisors, security-related administrative support and security screeners required for each marine terminal facility. The guard, supervisor and screener requirements are subject to change at the discretion of the District.

- a. In the CST's current configuration and operational layout, the facility operations utilize a total of approximately 55-65 guards, screeners, traffic directors, and supervisors during a single cruise ship's port call. During multi-ship calls, guard requirements may exceed 120 personnel. Additionally, two (2) armed Security Guards, per vessel, are required to assist with enforcing security protocols while cruise ships are in port. The number and location of guard personnel on the terminals and the duties assigned to guard personnel may be adjusted from time to time by the District's Facility Security Officer (FSO) based on changes in MARSEC levels, security threat conditions, or at the request of Cruise Lines. All supervisor, guard and screener personnel must be fully capable of reading, writing, understanding, and speaking English. All personnel shall be U.S. Citizens or those legally authorized to work in the United States. All personnel assigned to work on the marine terminals shall possess a valid Transportation Worker Identification Credential (TWIC), and have current (within one year) Maritime Security Awareness Training. The District does not guarantee any minimum number of hours of service or compensation for any terminal facility. The cruise lines may elect to perform the work of screening of all vessel stores and supplies independently and not use the services of the Service Provider for this screening.
 - b. No less than five (5) days prior to cruise ship(s) call(s), District shall notify Service Provider of District's needs for providing services for ship calls.
2. Tenth Avenue Marine Terminal: Approximately 14 - 16 guards, including the Site Supervisor and escorts, are needed on to run regularly scheduled control of the gates and access to the facility.
 3. The Security Service Provider is required to supply, at a minimum nine passenger luggage screening machines, nine walk-through magnetometers, six large luggage screening machines, eight handheld magnetometers and up to 85 handheld radios per ship call. Equipment needs may vary dependent upon the nature of the call and number of vessels. The equipment will be stored on site at the Cruise Ship Terminals between ship calls at no charge to Service Provider. The Service Provider is responsible for all service and maintenance required to meet minimum equipment requirements. Equipment must be calibrated and tested before every use; service provider will maintain all test and calibration records and provide to FSO monthly, or as requested. Equipment failures are the responsibility of the Service Provider and must be replaced/repared immediately

4. Office space is available at the Cruise Ship Terminal to serve as a base of operations and guard coordination for and by its supervisory staff during ship calls.

D. Specific Requirements

1. The Service Provider shall provide all planning and management necessary to provide security guard and security screening services as specified herein. All services shall be conducted in accordance with the agreement and all applicable Federal, State, and local laws, regulations, codes, or directives.
2. All security guard personnel shall be licensed by the State of California and as required by all other applicable Federal and local laws and regulations. The Service Provider shall, without additional cost to the District, be responsible for ensuring all security personnel obtain all necessary licenses or permits for security functions and services. The Service Provider shall ensure that all security personnel are trained to meet Marine Transportation Security Act (MTSA) and International and Port Facility Security Code (ISPS) requirements. The Service Provider shall provide training records for security personnel to the District's Port Security Manager / FSO as required by 33 CFR 105 and the Port's Facility Security Plan (FSP). Each of Service Provider's security guards, screeners, administrative staff and personnel that work in controlled, secure or restricted areas of the terminals shall possess a Transportation Worker Identity Credential (TWIC).
3. The Service Provider shall provide a enough qualified personnel to perform the security services described herein and as required by the FSP and ensure uninterrupted performance at the required quality levels. The Service Provider shall assign personnel at the cruise ship terminal that are both trained and capable of providing high levels of customer service and interacting with the traveling public in a positive manner while ensuring that security objectives are met.
4. The Service Provider shall support additional security training as directed by the District on new technology or at the request of partner agencies, such as, Department of Homeland Security (OHS), TSA, or USCG.
5. The Service Provider shall designate a Project Manager or Account Manager as the contact point for communications with the District concerning Service Provider's execution of the service agreement requirements. The Project Manager is expected to be on-site at the

Cruise Ship Terminal during the peak hours of passenger arrival, embarkation, and disembarkation and shall be available at all times to receive and implement orders or special instructions from the District's Port Security Manager / FSO concerning matters which affect the operation, protection and/or security of assigned areas and ensure that orders or instructions are properly implemented by the assigned security guard and security screener personnel. The Project Manager is required to have attended and completed a U S Coast Guard approved Facility Security Officer training course. Training should be completed every other year to stay familiar with the MTSA regulations. Expense of the training will be the Service Providers' responsibility.

6. The Project Manager shall exercise supervisory responsibilities over the operation of the assigned guard and screener personnel to ensure that the required services are provided on a consistent, continuous basis and that customer service and public relations goals are met. The Project Manager shall provide written Post Orders, specific to each guard post. A copy of the written Post Orders shall be maintained at each individual post and provided to the District. Said Post Orders shall be reviewed on a quarterly basis, at minimum, and shall be maintained current and up to date.
7. The Project Manager shall receive complaints regarding violations of guard instructions and initiate corrective action.
8. The Service Provider shall develop and issue a current and comprehensive Guard Supervisor Manual to each supervisor assigned to duty at the District's marine terminals and facilities. The manual shall contain the basic guidance issued by the Service Provider to their supervisory employees concerning matters of discipline, inspections, management practices, and overall supervisor authority on this service agreement with District. The manual shall be coordinated with the District Port Security Manager before issuance. The manual shall be reviewed by the Port Security Manager annually and updated as required.
9. The Service Provider shall complete security orientation on individual conduct and responsibility for all personnel prior to their duty assignment. Each employee's initial orientation will be documented and signed by the employee and supervisor. A copy of all training records shall be provided to the District Port Security Manager prior to assignment of personnel to the marine terminals and facilities. The Service Provider shall conduct a four-hour review and briefing, per 33 CFR 105, twice a year, in September and January, to all guards and personnel assigned to District facilities to review Post Orders, customer service requirements, operational

issues and security requirements for each specific facility. The District will split the cost of the training with the Security Provider, however, the hours per guard are not to exceed 4 billable hours. Time in excess of the 4 allotted hours falls on the Security Provider.

10. The Service Provider shall inspect each guard post no less than three (3) times daily to observe guard and screener conduct from the standpoint of efficiency, conduct and compliance with the Guard Manual and post orders, guard orders and other applicable regulations and instructions. In making the required supervisory inspection, the Service Provider shall determine at a minimum that the guard or screener is in full uniform when carrying out the duties and responsibilities of the District agreement. and that the overall appearance and demeanor of the guard promulgates professionalism, not only during the actual inspection but also throughout the assigned shift. The Service Provider shall ensure that all results of observations are maintained and kept available for inspection by District staff or government officials.
11. The Service Provider shall review, update, modify and keep current all general, special and temporary orders as directed by the District Security Manager.
12. The Service Provider shall complete and provide the Port Security Manager with written reports of security incidents, breaches of security, or unusual events that may impact the state of security of the terminals.

E. Watch Standing Requirements

1. The Service Provider shall provide full time camera watch stander personnel to monitor the CCTV system. The monitoring equipment will be housed in the U.S. Coast Guard Sector San Diego Command Center - Joint Harbor Operations Center (JHOC). This facility is a collaborative effort among the U. S. Coast Guard, the U.S. Navy, the Harbor Police, and several other Federal, State and local agencies involved in regional security. Personnel will be required to obtain security clearances and a Transportation Workers Identification Credential (TWIC). As directed by the Port Security Manager/FSO, the camera watch stander may be required to monitor camera feeds directly from the JHOC or locally at one of the facilities. In addition, when cruise ships are in Port, a watch stander will be assigned to the Broadway facility to monitor cruise ship activities. This staff has the potential to expand as the District's CCTV system develops and expands. The watch stander will be a key aspect in the determination, communication and response to critical incidents within the District. The watch stander will act as a

direct liaison between the JHOC and the Port District's Port Security Manager / FSO. The watch stander will follow procedures set by the Port Security Manager. Duties will include, but not limited to, general observation of the Port facilities, with special attention given to areas of special interest designated by the District. System operators shall be responsible for alerts generated by the system's enhanced motion detection capability, and forwarding information regarding location, activity, vehicle, and person description as set forth in the Standard Operating Procedures (SOP). System operators shall utilize pan, tilt and zoom capability of the cameras to investigate alerts as well as any other activity as directed by the District. System operators shall use available system resources to prepare DVD recordings of suspicious activity, or any other time frame requested by the Port Security Manager. District expects the Service Provider will maintain a cadre of 6 persons to perform this work to maintain consistency, reduce training needs, etc. Overtime will not be paid by the District for watch standers that work over 8 hours due to a delay in relief or relief that calls out. Services provided shall include, but not limited to, the following:

- a. Provide sufficient qualified personnel for a minimum of one watch stander per shift to monitor the CCTV system twenty four (24) hours per day, year-round, including holidays. A 24-hour period consists of 3 (8) hour shifts.
- b. The maximum shift length is not to exceed 8 hours.
- c. Overtime is authorized for training new personnel assigned to the JHOC as approved by the Port Security Manager or designee.
- d. Utilize strict assurances in hiring process to screen and provide the necessary personnel to fulfill the requirements of the position's classified nature.
- e. Proposed JHOC watch stander personnel should have at least two years of experience in operating computer systems and to demonstrate the ability to effectively operate the specific systems after training. Watch standers shall also provide notification and feedback for equipment performance issues and recommendations.
- f. All personnel must possess a current DOD/DHS/DOJ security clearance at Secret or above.
- g. The District will provide initial training for all personnel to operate the CCTV system software.

- h. The Project Manager from the Cruise Ship Terminal will be required to manage and assign the watch standers and handle any issues that they might have.

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION.

a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

(1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Invoice(s) shall be Lump Sum, Fixed Fee, or Time and Materials or any combination of all three.

(a) Each invoice for Lump Sum work shall include:

Date work performed;
Description of the work performed;
Direct Costs.

(b) Each invoice for Fixed Fee work shall include:

Date work performed;
Description of the work performed;
Percent of total work being invoiced;
Percent of total work completed;
Direct Costs.

(c) Each invoice for Time and Materials work shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

- (2) Services shall be invoiced in accordance with the following Fee Schedules:

Year One – (07/01/2022- 06/30/2023)

Labor Classification	Per Hour Billing Rate First 8 Hours	Per Hour Billing Rate Over 8 Hours / Holiday Rate
Project Manager	\$57.69	\$86.54
Administrative Assistant	\$28.50	\$42.75
Security Guard Supervisor, Unarmed	\$28.50	\$42.75
Security Guard Supervisor, Armed	\$31.50	\$47.25
Security Guard, Unarmed	\$27.00	\$40.50
Security Guard, Armed	\$28.50	\$42.75
Screener	\$27.75	\$41.63
Screening Check Point Supervisor	\$29.25	\$43.88
Traffic Enforcement Officer	\$27.00	\$40.50
Camera Watch Stander	\$34.50	\$51.75
Equipment Type		Charge per each day use
Luggage Screening (X Ray) each (9 needed)		\$300.00
Walk-Through Magnetometer each (9 needed)		\$35.01
Large Luggage Screening (X-Ray) (6 needed)		\$500.00
Handheld Magnetometers, each (8 needed)		\$11.67
Portable Handheld Radios, each (45 radios per ship)		\$5.30

Trace Detection for explosives or explosive residue		\$117.00
Motor Vehicle		\$25.00

Year Two – (07/01/2023- 06/30/2024)

Labor Classification	Per Hour Billing Rate First 8 Hours	Per Hour Billing Rate Over 8 Hours / Holiday Rate
Project Manager	\$60.00	\$90.00
Administrative Assistant	\$29.64	\$44.46
Security Guard Supervisor, Unarmed	\$29.64	\$44.46
Security Guard Supervisor, Armed	\$32.76	\$49.14
Security Guard, Unarmed	\$28.08	\$42.12
Security Guard, Armed	\$29.64	\$44.46
Screener	\$28.86	\$43.29
Screening Check Point Supervisor	\$30.42	\$45.63
Traffic Enforcement Officer	\$28.08	\$42.12
Camera Watch Stander	\$35.88	\$53.82
Equipment Type		Charge per each day use
Luggage Screening (X Ray) each (9 needed)		\$300.00
Walk-Through Magnetometer each (9 needed)		\$35.01
Large Luggage Screening (X-Ray) (6 needed)		\$500.00
Handheld Magnetometers, each (8 needed)		\$11.67

Portable Handheld Radios, each (45 radios per ship)		\$5.30
Trace Detection for explosives or explosive residue		\$117.00
Motor Vehicle		\$25.00

Year Three – (07/01/2024- 06/30/2025)

Labor Classification	Per Hour Billing Rate First 8 Hours	Per Hour Billing Rate Over 8 Hours / Holiday Rate
Project Manager	\$62.40	\$93.60
Administrative Assistant	\$30.83	\$46.24
Security Guard Supervisor, Unarmed	\$30.83	\$46.24
Security Guard Supervisor, Armed	\$34.07	\$51.10
Security Guard, Unarmed	\$29.21	\$43.81
Security Guard, Armed	\$30.83	\$46.24
Screeners	\$30.02	\$45.02
Screening Check Point Supervisor	\$31.64	\$47.45
Traffic Enforcement Officer	\$29.21	\$43.81
Camera Watch Stander	\$37.32	\$55.98
Equipment Type		Charge per each day use
Luggage Screening (X Ray) each (9 needed)		\$300.00
Walk-Through Magnetometer each (9 needed)		\$35.01
Large Luggage Screening (X-Ray) (6 needed)		\$500.00

Handheld Magnetometers, each (8 needed)		\$11.67
Portable Handheld Radios, each (45 radios per ship)		\$5.30
Trace Detection for explosives or explosive residue		\$117.00
Motor Vehicle		\$25.00

Option Year 1 – (07/01/2025- 06/30/2026)

Labor Classification	Per Hour Billing Rate First 8 Hours	Per Hour Billing Rate Over 8 Hours / Holiday Rate
Project Manager	\$64.89	\$97.33
Administrative Assistant	\$32.06	\$48.08
Security Guard Supervisor, Unarmed	\$32.06	\$48.08
Security Guard Supervisor, Armed	\$35.43	\$53.15
Security Guard, Unarmed	\$30.38	\$45.56
Security Guard, Armed	\$32.06	\$48.08
Screener	\$31.22	\$46.82
Screening Check Point Supervisor	\$32.90	\$49.34
Traffic Enforcement Officer	\$30.38	\$45.56
Camera Watch Stander	\$38.82	\$58.23
Equipment Type		Charge per each day use
Luggage Screening (X Ray) each (9 needed)		\$300.00
Walk-Through Magnetometer each (9 needed)		\$35.01

Large Luggage Screening (X-Ray) (6 needed)		\$500.00
Handheld Magnetometers, each (8 needed)		\$11.67
Portable Handheld Radios, each (45 radios per ship)		\$5.30
Trace Detection for explosives or explosive residue		\$117.00
Motor Vehicle		\$25.00

Option Year 2 – (07/01/2026- 06/30/2027)

Labor Classification	Per Hour Billing Rate First 8 Hours	Per Hour Billing Rate Over 8 Hours / Holiday Rate
Project Manager	\$67.48	\$101.22
Administrative Assistant	\$33.33	\$50.00
Security Guard Supervisor, Unarmed	\$33.33	\$50.00
Security Guard Supervisor, Armed	\$36.84	\$55.26
Security Guard, Unarmed	\$31.59	\$47.39
Security Guard, Armed	\$33.33	\$50.00
Screener	\$32.46	\$48.69
Screening Check Point Supervisor	\$34.22	\$51.32
Traffic Enforcement Officer	\$31.59	\$47.39
Camera Watch Stander	\$40.38	\$60.57
Equipment Type		Charge per each day use
Luggage Screening (X Ray) each (9 needed)		\$300.00

Walk-Through Magnetometer each (9 needed)		\$35.01
Large Luggage Screening (X-Ray) (6 needed)		\$500.00
Handheld Magnetometers, each (8 needed)		\$11.67
Portable Handheld Radios, each (45 radios per ship)		\$5.30
Trace Detection for explosives or explosive residue		\$117.00
Motor Vehicle		\$25.00

Annual Budget for Security Services

2. **INVOICING.**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section 1, above:
 - 1) Agreement No. 07-2022RH
 - 2) If applicable, the Task Authorization(s) (TA) number being charged.
 - 3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
 - 4) Dates of service provided
 - 5) Date of invoice
 - 6) A unique invoice number

- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be e-mailed to the attention of: chanderson@portofsandiego.org
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.
- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

EXHIBIT A
TASK AUTHORIZATION FORM
San Diego Unified Port District

**(DEPARTMENT NAME)***San Diego Unified Port District**P.O. Box 120488**San Diego, CA 92112-0488**(619) 686-____**Fax (619) 725-____*

TASK AUTHORIZATION NO. _

(Date)

(Name)

(Title)

(Name of Company)

(Address)

(City, State, Zip)

Email:

Subject: Task Authorization for Agreement No. _ - 20_
(Agreement Title)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$_____. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #_** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:		4.	WBS or IO/ Cost Center:	
2.	Date of Request:		5.	Task Start Date:	
3.	Task Budget:	\$	6.	Task End Date:	
7.	Task Title:				

8. **Scope of Services.**

9. Contractor Staffing (If applicable)

Name	Classification	Hours
	Staff as needed per Agreement rates	

10. List of Sub-Contractors (If applicable)

N/A

11. Please acknowledge acceptance of this Task Authorization by signing below and returning via mail to _____, Contracts Administrator, at the address above.

APPROVALS**Service Provider:**

Signature: _____

Name: _____

Title: _____

Firm: _____

Date: _____

Project Manager:

Signature: _____

Name: _____

Title: Project Manager

Date: _____

Manager:

Signature: _____

Name: _____

Title: Manager

Date: _____

Director/Chief Engineer:

Signature: _____

Name: _____

Title: Director/Chief Engineer

Date: _____

EXHIBIT B

CERTIFICATE OF INSURANCE

San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: portofsandiego@ebix.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date: _____ Expiration Date: _____	Each Occurrence: _____ \$ _____ General Aggregate: _____ \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date: _____ Expiration Date: _____	Each Occurrence: _____ \$ _____
	Workers Compensation – Statutory Employer's Liability		Commencement Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Professional Liability <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date: _____ Expiration Date: _____	Each Claim _____ \$ _____
	Excess/Umbrella Liability		Commencement Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			A. M. BEST RATING
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			E-mail Address: _____ Phone: _____ Fax Number: _____ Signature of Authorized Agent(s) or Broker(s) _____ <div style="text-align: right;">Date: _____</div>	

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

(NAME OF INSURANCE COMPANY)

(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email to: portofsandiego@ebix.com

EXHIBIT C

Employment and Ownership Report

Submitted to:

**Diversity, Equity, and Inclusion
Port of San Diego**

Submitted by:

Name of Business	
Contact Person	
Address	
City, State, Zip Code	
Phone Number	
FAX Number	
E-Mail Address	
Date	
Signature	

The submittal of this information and subsequent DEI updates and/or reports required by Agreement language is for recordkeeping and tracking purposes only and will not be used as a basis for decisions, unless Service Provider fails to provide such information.

B. Explanation for Completing Employment Data

Employment data must include ALL current full-time and part-time employees. Employees must be counted by sex and race/ethnic category for each of the occupational categories. You may acquire the race/ethnic information necessary for this report either by voluntary self-identification surveys of the workforce, or from post-employment records, or visual surveys of the workforce. Eliciting information on the race/ethnic identity of an employee by direct inquiry is not allowed.

For the purpose of this report, an employee may be included in the group to which they appear to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White** – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American** – A person having origins in any of the Black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian** – A person having origins in any of the original peoples of the Far East, Southeast Asian, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native** – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races** – All persons who identify with more than one of the above five races.

To assist you in determining where to place your jobs within the occupational categories, a description of job categories is as follows:

- ***Executives (Officials and Managers):*** Individuals, who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief

information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

- **Mid-Level Executives:** Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services, or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs, and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid-Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher-level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.
- **Professionals:** Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dietitians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.
- **Technicians:** Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.
- **Sales Workers:** These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.
- **Administrative Support Workers:** These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include office and administrative support workers; bookkeeping; accounting

and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer

operators; shipping, receiving and traffic clerks; word processing and typists; proofreaders; desktop publishers; and general office clerks.

- **Craft Workers:** Most jobs in this category include higher skilled occupations in construction (building trade craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipe layers; plumbers, pipe fitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines, and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision to perform them, based on clearly defined task specifications, such as millwrights, etchers, and engravers; tool and die makers; and pattern makers.
- **Operatives:** Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include textile machine workers; laundry and dry-cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders, and sorters; bakers; and butchers and other meat, poultry, and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus, or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.
- **Laborers:** Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock, and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank services; and sewer pipe cleaners.
- **Service Workers:** Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training, or direct experience. Examples of food service positions include cooks; bartenders; and other food service workers. Examples of personal service positions include medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include cleaners; janitors; and porters. Examples of protective service positions include transit and railroad police and fire fighters; guards; private detectives and investigators.

C. Statement of Ownership

Is your firm currently certified as any of the following (check all that apply) and if so, please identify the certifying agency:

☐ Small Business Enterprise (SBE) certified by:

☐ Veteran owned business (VBE) certified by:

☐ Woman owned business (WBE) certified by:

☐ LGBTQIA+ owned business certified by:

☐ Minority owned business (MBE) certified by:

☐ HUBZone

☐ Disabled Veteran owned business (DVBE), certified by:

☐ Other:

Please check here ☐ if you believe you are eligible for any of the above certifications, and for WBE or MBE please voluntarily self-identify as follows and DEI staff will contact you with certification information:

Gender:	Ethnicity:	
<input type="checkbox"/> Woman	<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Native Hawaiian/Pacific Islander
<input type="checkbox"/> Male	<input type="checkbox"/> White	<input type="checkbox"/> American Indian/Alaska Native
<input type="checkbox"/> Nonbinary	<input type="checkbox"/> Black or African American	<input type="checkbox"/> Two or More Races

Type of Legal Business Structure: (check all that apply)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Privately Held
<input type="checkbox"/> Publicly Traded	<input type="checkbox"/> Other, please describe:

Identify the majority owner(s) of the firm:

Name/Title:	Address:	Email:	Phone:	% Owned:	Years Owned: