CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 9/8/09

FROM (DEPARTMENT): GENERAL SERVICES

CONTACT PERSON: RICK THORSTENSEN PHONE: 978-4678

CONTRACT NO.: C-115978 COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____ DATE

APPROVED BY BPW: _____ DATE

- [x] NEW CONTRACT
- [ ] AMENDMENT NO. ___
- [ ] ADDENDUM NO. ___
- [ ] SUPPLEMENTAL NO. ___
- [ ] CHANGE ORDER NO. ___

CONTRACTOR NAME: ANDREWS INTERNATIONAL

TERM OF CONTRACT: ONE YEAR THROUGH: AUGUST 31, 2010

TOTAL AMOUNT: $10 MILLION

PURPOSE OF CONTRACT:
SECURITY GUARD SERVICES

NOTE: CONTRACTS ARE PUBLIC RECORDS, SCANNED AND UPLOADED TO THE INTERNET

No C-115978

ORIGINAL

AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

ANDREWS INTERNATIONAL, INC.

FOR

SECURITY GUARD SERVICES

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AGREEMENT FOR CONTRACT SECURITY SERVICES

This Agreement is made and entered into by and between the CITY OF LOS ANGELES, California, a municipal corporation acting by order of and through its Department of General Services, hereinafter referred to as the "CITY", and ANDREWS INTERNATIONAL, INC. , a Delaware Corporation, hereinafter referred to as the "CONTRACTOR, and is set forth as follows:

WITNESSETH

WHEREAS, Section 22.545 of Division 22, Chapter 21, Article 10 of the Los Angeles administrative code charges the Department of General Services (hereinafter, "GSD") with providing security and patrol services for City facilities, excluding the Department of Airports, Department of Water and Power, and Harbor Department facilities. GSD's Office of Public Safety has a professional staff of approximately 450 members consisting of sworn police and civilian personnel. At locations throughout the City where it is not practical, feasible or cost effective to deploy Office of Public Safety (hereinafter, "OPS") staff, OPS augments its deployment of security staff with contract security personnel (both armed and unarmed).

WHEREAS, the CONTRACTOR has demonstrated qualifications to perform said services.

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the CONTRACTOR will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

WHEREAS, the CONTRACTOR represents that it is experienced in providing services of the type required and has indicated its willingness to perform such services, and it is in the CITY's best interest and more feasible and economical to secure said services from the CONTRACTOR.

WHEREAS, the CITY makes no guarantee of the number of locations or hours that may be required for services under this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and agreements herein set forth, the parties hereby agree as follows:

1.0 SECTION HEADINGS AND CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The singular shall include the plural; if there shall be more than one

CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used. The number of original texts of this Agreement shall be equal to the number of the parties hereto, one text being retained by each party.

2.0 DEFINITIONS

The following terms used in the Request for Proposal (RFP) Document, Contract Document, or related documents shall mean and be defined as follows:

Agreement: The Contract, including the RFP, Addenda, Specifications, terms and conditions, and future contract modifications.

Change Order: A written modification signed by the City authorizing and making changes, deletions, or additions to the terms and conditions in the performance of work/security services in accordance with the Agreement; also referred to as a **Contract Modification.**

City: The City of Los Angeles

Contract: The Agreement, including the RFP, Addenda, Specifications, terms and conditions, and future contract modifications.

Contract Administrator: The Chief of the Office of Public Safety, Department of General Services.

Contractor: The business entity, individual(s), partnership, corporation or vendor whose proposal was selected for award and enters into a Contract to provide security services to the City.

Coordinator: The City/Department's authorized representative designated by the Contract Administrator to monitor the Contract for compliance and inspect the work performance of Contractor's security services personnel as required in the Scope of Work and corresponding Post Orders for specified City site location.

Firearms Card: That authorization, issued by the State of California, Bureau of Security and Investigative Service (BSIS), which identifies a Security Officer/Guard as approved to carry a handgun.

Guard Card: That authorization, issued by the State of California, Bureau of Security and Investigative Service (BSIS), which identifies an individual as an approved Security Officer/Guard.

Post Orders: Written orders and instructions to perform specific work at a City facility. Post Orders are to be written by the Contractor and updated within one day of change of notice. The Post Orders and any changes shall be approved by the Contract Administrator. The Post Orders are for Security Officer's reference and must be reviewed daily. Each City facility under this Agreement must have a Post Order.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Security Officer/Guard: The Contractor's employee who provides services outlined in the Agreement and Post Orders.

Site Locations: The location where security services are to be provided. Unless otherwise instructed by the City, the site location will be the Contractor Security Officers primary work location(s).

Supplier: Any business entity, individual(s), partnership, corporation, or vendor supplying the Contractor with tools, equipment, supplies, or services used directly or indirectly by the Contractor in the performance of work and related terms and conditions in accordance with the Agreement.

Work Order: A written order including site Post Orders to perform work issued by the City's Contract Administrator directing and authorizing the Contractor to perform security services in accordance with the terms and conditions in the Agreement.

3.0 TERM OF AGREEMENT

The term of this Agreement is one (1) year and will commence on September 1, 2009 terminating August 31, 2010. The City has the option to extend the term of this Agreement for two (2) additional years in one (1) year increments.

4.0 SERVICES TO BE PROVIDED

The following are tasks and work activities as general minimum work and services that the security personnel shall perform and are applicable to all City Facility/Site Locations and Posts:

4.0.1 Contractor's Responsibilities

The Contractor shall be responsible for the complete performance of all of the scope of work herein. This responsibility includes the supply of the tools, equipment, supplies and methods used to perform the security services work, and protections of property of every description used in connection therewith.

4.0.2 Personnel Levels

The Contractor shall have the capability to provide the number of Security Officers required to perform regularly scheduled work and to meet the emergency requirements that result from civil disturbances, riots, war, terrorism, natural disasters, labor actions/strikes or new legislation or executive orders.

4.0.3 Maintenance of Peace and Order

Security Officers shall endeavor to prevent breaches of the peace, or any other disorderly conduct, which would cause harm to City personnel, the public, and/or loss of property.

4.0.4 Prevent Unauthorized Access

Security Officers shall endeavor to prevent unauthorized person(s) from gaining access to City facilities/property. When necessary, the Security Officers shall **challenge** such unauthorized person(s), and call the OPS **Dispatch** Center (213) 978-4670 for the necessary assistance from OPS Police Officers or the Los Angeles Police Department (hereinafter, "LAPD"). **If contract Security Officers effect an arrest, they shall** turn over custody to the City's police personnel any person(s) who have violated any law(s) **(such as trespassing) as soon as practicable.**

4.0.5 Hazardous Conditions

Security Officers shall report daily, or as the circumstances warrant, any potentially hazardous conditions and/or items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces or any other unsafe condition observed to the Contract Administrator or the appropriate City supervisor in charge of the assigned facility.

4.0.6 Emergency Assistance

In the event of an emergency or unusual occurrence, which adversely affects the interest of the City, Security Officers shall summon for the appropriate assistance, such as the local fire or police department, and immediately notify the OPS Watch Commander 24 hours a day (213) 978-4670 and the Contract Administrator or Contract Liaison.

4.0.7 Injury or Illness

The Security Officer shall obtain professional assistance for and in accordance with local procedures in the event of injury or illness to City employees, the general public, or others while in buildings and/or on the grounds under control of the City.

4.0.8 Sign in and Sign-out

Security Officers and Field Supervisors shall sign-in and sign-out using the Guard-Tour Management System on the Contractor Web Portal and radio-in to their assigned supervisor, dispatcher, or contact person as they report to and depart from duty as specified by procedures established at each post. Field Supervisors are required to sign-in and sign-out in the Guard-tour management system and the Field Supervisors Logs at each City Facility.

4.0.9 Reports and Records

Security Officers shall prepare all required written reports. A draft report shall be submitted to the OPS Contract Liaison Officer within two (2) hours following the end of the shift in which the incident occurred, and a final report submitted within sixteen (16) hours to the Contract Administrator. The Contractor shall maintain reports and provide copies of reports,

logs, and time sheets within sixteen (16) hours of demand by the Contract Administrator or designee.

4.0.10 Patrol

The Contractor shall provide patrol services, on foot, bicycle, or in a vehicle, as required. The Contractor shall have all permanent and current permits and/or licenses as required by the State of California's Department of Consumer Affairs, Department of Motor Vehicles, and the LAPD (L.A.M.C. Sect. 52.34, LAPD Special Officer's Permit).

4.0.11 Patrol Findings

During a patrol detail and whenever the Contractor's Security personnel find needed repairs to facility/site location, they shall record them and promptly telephone and/or provide written notification to the Contract Administrator of the needed repairs and/or damage to fixtures, building and appearances. Any matters of a critical, priority, or emergency nature shall be reported to the Contract Administrator immediately upon discovery.

4.0.12 Fixed Post

The Contractor shall provide service at fixed security Posts in and/or at the entrance to City facilities.

4.0.13 Key Control

Security Officers are required to receive, and account for, and be responsible for the safekeeping of all keys issued to them for access to buildings, offices, and gates. Keys are to be handed over to the next Security Officer or stored away at the change or end of each watch/shift. Any lost/misplaced keys shall immediately be reported to the Contract Administrator. Any re-keying of locks shall be paid for or reimbursed by the Contractor.

4.0.14 Public Information

Contract Security Officers shall provide information as requested from members of the general public who are lawfully in buildings and/or on the grounds under control of the City.

4.0.15 Public and News Media Contacts

City facilities will occasionally be the subject of media attention and events. All requests for statements from news media personnel regarding the Department or City policy or any other matter under the control of, or of direct interest thereof must be referred to the Chief of OPS at (213) 978-4660.

4.0.16 Traffic Control

Contract Security Officers shall provide security services as required by the Post Orders to direct, control, and monitor the admittance of the public, City employees, public vehicles, and City vehicles to City owned or leased buildings, lobbies, floors and parking areas.

4.0.17 Lost and Found

Contract Security Officers shall receive, provide receipt for, and safely store lost and found articles pending the return to the owner or for other appropriate City approved disposal. At the conclusion of the shift, if any found property was recovered, said property shall be turned over to the OPS Headquarters located at 201 N. Los Angeles Street, Suite 2. OPS personnel shall take a Lost Property Report.

4.0.18 Miscellaneous Duties

Security Officers shall turn off all lights not being used, visually check safes and lock-type repositories, cabinets, close windows, and secure doors/gates, raise and lower flags as prescribed in the Post Orders.

4.0.19 Escort Requests

Contract Security Officers shall provide security and escort (as requested) City employees to and from City facilities to the same building parking areas.

4.0.20 Operation of Equipment

When connected with the operations of the building's utility systems, Contract Security Officers are required and directed by written instructions from the Contract Administrator or other City management representatives to operate minor/small equipment, operate light switches, thermostats, and similar items as set forth in Post Orders. Security Officers may be assigned to computerized Posts that require the monitoring of access control systems, CCTV monitors/cameras, alarm keypads, and Fire/Life Safety alarm systems and must immediately notify the OPS Watch Commander if the systems are malfunctioning or otherwise not operating correctly. OPS will provide any training relative to these duties.

4.0.21 Mail and Messages

Contract Security Officers shall not accept mail deliveries, receive, keep, or deliver official mail, packages, messages (written, oral, or telephonic) or personal messages intended for other parties unless specifically requested, in writing, by the on-site manager.

4.0.22 Monthly Reports

The Contractor shall furnish Monthly Activities Reports to the Contract Administrator by the

15th of each month following the month that services were provided. The reports shall include the following:

a. A descriptive list of significant activities/observations which occurred during the month at each location, including the dates and times of the occurrences.

b. A list of all problems, solutions, crimes, security recommendations, maintenance repairs, personnel changes, Field Supervisors' field inspection discrepancies, property losses, commendations and achievements for each City facility under Contract.

c. A list of new Security Officer names, hours of training for the City location that the Security Officer is being assigned to, and copies of all required certificates and permits.

d. A list of names of any Security Officer needing any remedial training and names of City clients at City location(s) that are effected,

e. A list of current, new, and temporary locations that the Contractor is providing security services with hours of coverage.

f. An explanation for any invoice discrepancies, quality control reports, incidents, crimes, injuries, etc. that were not answered, or why OPS was not notified. Provide a solution for any problems, discrepancies and quality control reports.

g. A list of all services billed or invoiced including services provided to each City Department/facility utilizing the Contract.

4.0.23 Relief for Absenteeism and Vacation

The Contractor shall provide relief personnel as necessary and/or work overtime (at no additional cost to the City) to ensure that each assignment and Post order is performed as required. If the Supervisor is absent, the Contractor shall provide a replacement that is competent and has been given the authority to carry out the duties of the Supervisor. All absenteeism and/or tardiness must be reported to the OPS on-duty Watch Commander and the facility manager as soon as possible.

4.0.24 Storage Space

The Contractor shall store their work supplies, materials, and equipment in a security desk, booth, storage areas and closets as designated by the City. The Contractor agrees to keep these areas neat and clean at all times and to comply with applicable fire regulations, policies and procedures. Space in the City's facility furnished to the Contractor as a storage area must be cleaned and maintained by the Contractor to the approval of the Contract Administrator and/or facility's authorized administrator.

4.025 Civil Disturbances and Special Events

The Contractor shall provide additional Security Officers as may be required on short notice and/or in the event of special events or unusual circumstances such as; civil disturbances, terrorist attempts to commit sabotage, or any other criminal acts that may adversely affect the security and safety of City employees, property, and the general public within City facilities.

4.0.26 Telephone Calls

Security Officers may use City telephones to call into the Contractor's dispatcher or to report emergency incidents. Use of City telephones for making and/or receiving personal calls is strictly prohibited. If any calls are found not to be City related, the Security Officer will be requested to be removed and not be allowed to work any City facilities or locations, and the City will request the Contractor to reimburse the City, regardless of the cost of the call. In addition the City will not pay for the services or productivity lost during such calls. The Contractor is advised that repeat behavior could result in removal of an account and/or replacement by another Contractor.

Personal cellular telephone usage shall be limited to designated break-time periods only and may also be use to report incidents when it is more practicable to do so or when a City telephone is not available.

4.0.27 Internet Web Portal

An Internet Web Portal is to be established no later than thirty (30) days following the execution of this Agreement and shall be regularly maintained and updated daily by the Contractor's dedicated City of Los Angeles office personnel. The web portal shall be directly accessible by authorized City of Los Angeles personnel and contain all pertinent information necessary to verify scheduling, training, authorized Posts, guard licenses and permits, officer arrival and departure time, field supervision tracking and billing rates.

The Contractor shall provide a Guard-Tour Management System/GPS Tracking/Attendance Verification System. The system shall track the arrival times and departure times of the Contractor's personnel at each site. The tracking results need to be available in real-time on the Contractor's Internet Web Portal as specified in Section 18.0.8 of this Agreement.

The Contractor shall use a standardized format developed with and approved by the City that will list all Posts including emergency and special events, list shift times for each Post, and provide monthly summaries to be used for invoicing and compliance. The Contractor shall use a standardized format developed with and approved by the City to track each security guards licenses and required permits, along with expiration dates, and will keep all records up to date. A monthly report shall be submitted to the City's Contract Liaison with copies of updated renewed licenses and permits.

5.0 CONTRACTOR PERSONNEL REQUIREMENTS

The Contract Security Officers provided pursuant to this Agreement are of the Unarmed, Unarmed PC-832 certified, Armed, Armed PC-832 certified and Professional Security Officer classifications. The officers will be assigned to respective City site/facility locations.

5.0.1 Contractor Security Service

The Contractor, at its own expense, shall provide and furnish all labor, equipment, vehicles, bicycles, protective equipment, guard tour management systems, cellular telephones, portable toilets, water, and all supplies necessary for the assigned Security Officers for their performance of security services as specified. The Contractor shall supply the City with security service personnel who are properly trained, qualified, and/or certified, and who meet the minimum requirements and qualifications called for in the Agreement. The City reserves the right to interview all guards prior to being assigned to the Contract, and to accept or reject them.

When the City requires the Contractor to use a vehicle, it shall be the responsibility of the Contractor to furnish properly insured vehicles, and to ascertain from the Contract Administrator, the rules and regulations pertaining to safe driving on City property. Contract Security Officers driving, entering and leaving City facilities and property shall be expected to assure proper security and safety practices. The costs for said labor, equipment, vehicles, and supplies are included in the hourly fees charged by the Contractor for the services required.

5.0.2 Package of Minimum Qualification

The Contractor shall maintain personnel files and provide access to the City for review and inspections. Files for each assigned Security Officer shall consist of the Officer's minimum qualifications and include medical records, social security number, proof of their right to work in the United States, military service information, arrest records, and previous employment. The Contractor shall provide the Contract Administrator with written permission from each Security Officer to review and inspect said Officer's personnel file.

5.0.3 Physical Examination

Every Contract Security Officer assigned to work under the terms of this Contract must be able to perform all essential functions of a Security Guard, with or without a reasonable accommodation. Every Contract Security Officer must be fully capable of performing all duties requiring moderate to arduous physical exertion under either normal condition and/or in emergency situations. No Contract Security Officer is to be assigned under this Contract unless he or she has first undergone a comprehensive medical examination by a licensed physician in the State of California and has been medically qualified by that physician to perform the essential functions of the job as stated in this Contract. The Contractor agrees to pay all costs and expenses associated

with obtaining the medical examination and medical qualification of its Contract Security Officers. In the event that the City recommends a subsequent physical or mental examination of any Contract Security Officer assigned under this Contract, said examination shall be conducted according to POST standards at the Contractor's expense.

5.0.4 Criminal Background Check

The Contractor shall complete a criminal background check of all Security Officers and Field Supervisors prior to assignment under the Contract, and prior to assigning Security Officers to City facilities, sites, and/or Posts. Thereafter, the Contractor shall conduct an annual check, or as deemed necessary by the Contract Administrator. The criminal background check shall be for felony, misdemeanor, and traffic violations within the United States and in any other countries that the individual has resided within the last ten-years. Any Security officer found failing to divulge a felony or misdemeanor conviction must not be assigned to the City's security services Contract. All costs related to the background checks shall be at the Contractor's expense.

a. The following would disqualify Security Officers, Post Commanders, and Field Supervisors from being accepted or assigned to City security service:

   - Any conviction for a crime involving a weapon
   - Any conviction for a felony
   - Any conviction for a crime involving violence or threats of violence
   - Any conviction for a sex crime
   - Military discharge other than honorable
   - Pattern of irresponsible behavior including, but not limited to: adverse driving record (reckless driving, DUI, license suspended or revoked); adverse employment record (excessive absenteeism, equipment abuse, disciplinary problems, insubordination)

b. Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV, and/or FBI.

5.0.5 Licenses and Permits

All Contract Security Officers and Field Supervisors will have the following licenses and permits in their personnel package:

a. Current and required licenses, certificates and/or permits, including a permanent Guard Card.

b. A permanent Firearms Card (if the site or assignment requires the security officer to be armed).

c. Certificate of Training to carry and use pepper spray, handcuffs, side handle or expandable baton.

d. Certificate of Knowledge of Powers of Arrest for private persons.

e. Current First Aid and CPR Cards.

f. Certificate of CA PC-832 Powers of Arrest Course (for those qualified). Authorizations for release of personnel file content to the Contract Administrator.

g. Certificate of California Basic POST Academy or POST Certificate (for Professional Officers Only).

h. Special Officer permits from LAPD (L.A.M.C. Sec. 52.34, LAPD Special Officer's Permit), when required.

i. Either valid class 'C', California Driver's License or a California Identification Card. If driving a vehicle is required, a class 'C' California Driver's License is necessary.

j. Authorizations for release of personnel file content to the Contract Administrator.

5.0.6 Literacy

All Security Officers shall have the ability to read, write grammatically, speak and understand English in and as set forth in regulations, written orders, instructions, and training instructions. All Security Guards should be able to prepare and compose reports that convey complete information and are presentable for management and/or potential litigation review.

5.0.7 Bilingual Skills

At some City facilities/site locations bilingual skills may be required. Bilingual skills for this specification are English and Spanish. Literacy requirements for Spanish are the same as stated for English in the above section.

5.0.8 Presentation of Documents

Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of the Contract Administrator or authorized designee/officer. Failure of any Contractor personnel to comply will result in immediate removal from all City facilities. Security Officers shall have in their possession, while on duty at any and all City facilities, the corresponding valid and current license and permit cards for the following:

a. California Operators Driver's License or California I.D.

b. Permanent Guard Card
c. Permanent Firearms Card (for Armed and Professional Security Officers)
d. Permanent Side Handle Baton/Expandable Baton
e. First Aid and CPR Card
f. O.C. / Pepper Spray Card

6.0 TYPE OF SECURITY OFFICER AND QUALIFICATIONS

6.0.1 Unarmed Security Officer

Provides security and protective services for public safety at assigned City site/facility locations specified for Unarmed Security as scheduled, and during emergency situations when notified by City employees to provide assistance as may be required.

The minimum requirements for this position include two (2) years experience as a licensed Security Officer. The officer must pass a comprehensive background check relative to the required training, criminal history, driving record, and verification of experience. The officer must possess training and a certificate in Fast Aid, CPR; a current valid permanent Guard Card, and current valid licenses and permits as stated in the License and Permit section of this Agreement.

6.0.1.1 Unarmed Security Officer (PC-832 Qualified)

Provides security and protective services for public safety at assigned City site/facility locations specified for Unarmed Security as scheduled, and at times during emergency situations when notified by City employees to provide assistance as may be required. The minimum requirements for this position include two (2) years experience as a licensed security officer.

The officer must pass a comprehensive background check relative to required training, criminal history, driving record, and verification of experience. The officer must possess training and a certificate in First Aid, CPR; a current valid permanent Guard Card, and current valid licenses and permits as stated in the *License and Permit* section of this Agreement and 40 hours PC-832 Course as outlined in CA POST Regulations.

6.0.2 Armed Security Officer

Provides security and protective services for public safety at assigned City site/facility locations specified for armed security and as scheduled, and at times during emergency situations when notified by the OPS to provide services as required.

The minimum requirements for this position include two (2) years experience as an Armed Security Officer two (2) years of service within the last five (5) years in any branch of the United States Armed Services may be substituted for this requirement). The officer must pass a comprehensive background check relative to the required training, criminal history,

driving record, and verification of experience. The officer must possess training and a certificate in First Aid, CPR; a current valid permanent Guard Card and Firearms Card; and current valid licenses and permits as stated in the License and Permit section of this Agreement.

6.0.2.1 Armed Security Officer (PC-832 Qualified)

Provides security and protective services for public safety at assigned City site/facility locations specified for armed security and as scheduled, and at times during emergency situations when notified by City employees or provide assistance as may be required.

The minimum requirements for this position include two (2) years experience as a licensed Armed Security Officer. The officer must pass a comprehensive background check relative to required training, criminal history, driving record, and verification of experience. The officer must possess training and a certificate in First Aid, CPR; a current valid permanent Guard Card and Firearms Card; and current valid licenses and permits as stated in the *License and Permit* section of this Agreement and 64 hours PC-832 Course as outlined in CA POST Regulations.

6.0.3 Professional Security Officer

Provides security and protective services for public safety at assigned City site/facility locations specified for armed security and as scheduled, and at times during emergency situations when notified by the OPS to provide services as required.

The minimum requirements for this position include three (3) years experience as an Armed Security Officer or two (2) years experience as a Peace Officer with a governmental organization. The officer must be a graduate from a recognized California POST basic academy and/or have completed the POST waiver process. The officer must pass a comprehensive background check relative to required training, criminal history, driving record, and verification of experience. The officer must possess training and a certificate in First Aid, CPR; a current valid permanent Guard Card and Firearms Card; and current valid licenses and permits as stated in the License and Permit section of this Agreement.

6.0.4 Post Commander/Supervisor

Onsite Supervisor where direct supervision is required. Must meet or exceed all requirements of the POST assigned Security Officer supervising.

6.0.5 Field Supervisor

Patrol Supervisor visiting multiple sites.

7.0 REGULATIONS REGARDING WEAPON SAFETY

The Contractor shall observe the following safeguards regarding the use of firearms and batons at any and all work sites. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers currently on Post, those recruited for assignment to security Posts and included as a part of all initial refresher t r a i n i n g courses:

a. At NO time will security weapons (i.e., firearms and batons including belt and ammunition), be stored at City sites where security services are being provided.

b. At NO time are the Sam Browne utility belts, firearms, batons or ammunition to be removed from the Security Officer or left unattended at any City site unless under extreme emergency or in a life threatening situation.

c. Firearms and batons are not to be utilized as a measure of threat or intimidation, but are to be used in a life threatening or restraint situation only.

d. Firearms are not to be removed from the Security Officers holster or cleaned at any City facility at any time, except in a life threatening or restraint situation or when being inspected by the Contract Administrator, Coordinator, General Services Police Officers, LAPD, or other Law Enforcement Agency in California or an emergency exists.

e. Any discharge of a firearm must be reported immediately to the Chief (213) 978-4600 of the Office of Public Safety for investigation.

f. Loss, theft or misuse of any equipment must be reported immediately to the OPS Chief (213) 978-4600.

g. Security Officers who have not renewed their Guard or Firearm cards will be immediately removed from assigned Post and will not be returned to any City Post Assignment until the card(s) are renewed.

8.0 CONDUCT

The Contractor's Security Officers will be working in City facility/site locations, and as such, they must be polite, courteous, helpful, and interested in doing a good job. Professional standards are expected at all times while on a City Post. OPS will routinely conduct inspections to ensure the quality of Contract Security Officers assigned to City facilities. If it is determined that assigned officers do not meet professional standards of courtesy, ethics, appearance, alertness, and preparedness, they will be removed from Post assignments immediately at the expense of the Contractor.

9.0 ALCOHOL AND CONTROLLED SUBSTANCE

Security Officers shall not report for work under the influence of, or in possession of any alcoholic beverage, or of any controlled substance. The exception to this requirement is when the Security Officer uses a controlled substance as prescribed by a physician, so long as the performance of their duties and responsibilities and/or the safety of the work are not compromised thereby.

10.0 SMOKING

Smoking is prohibited inside City buildings, parks, structures, kiosks, and lobbies, etc. L.A.M.C 41.50.

11.0 SOLICITING

Soliciting by the Contractor and its Security Officers is prohibited on City premises. The Contractor shall inform Security Officers of this policy prior to commencing work under this Agreement.

12.0 UNIFORMS

The Contractor's Security Officers will be issued uniforms by the Contractor, which must be worn at all times during the performance of their work. The Contractor is required to supply shirts and trousers of the color and brand specified. If the Contractor would like to request garments by an alternate manufacturer, they shall submit samples of all intended uniforms for approval to the Contract Administrator before the start of the work. Field Security Supervisors and Security Officers shall, during duty hours, be attired in a **well-fitted** uniform that is clean, neat and consistent in overall appearance (*exception:* Professional Security Officers may be required, depending on assignment to wear plain clothes/business suit). The uniform shall consist of the following:

a. Cap (optional)

b. Jacket: black or blue to match color of trousers, worn depending on the weather. The jacket must have the Contractor's company patch and a badge.

c. Uniform Shirt and Trouser: Class A - French Blue uniform shirts shall be worn at all times, unless Post Orders require otherwise. Class A – Black or Navy trousers shall be worn at all times, unless Post Orders state otherwise. Perfection Uniforms Polyester New Tradition series and Flying Cross Poly/Rayon Deluxe Weave pants and trousers are the required standard. When working a location that requires a Special Officer permit, the L.A.M.C. section 52.34 (c) (3) mandates the uniform consists be of slate gray in color

d. White Crew Neck T-Shirt: worn under the uniform shirt.

e. Tie: worn when wearing a long sleeve shirt or jacket; the tie worn with uniform shirt shall be a double Windsor "redi-tied" knot with a bend-over metal clip allowing a "break-away" feature when worn.

f. Tie Bar: shall be worn horizontally and level with the bottom points of the shirt pocket flaps.

g. Nameplate: identifying the officer by last name. Standard issue, uniform appearance, same for all personnel.

h. Badge: cloth badges are not permitted. Standard issue, uniform appearance, same for all personnel. Worn on the outer garment of the uniform.

i. Contractor Identification Insignia: on badge and arm patch where applicable. Contractor shall incorporate "City of Los Angeles" into arm patch on all uniforms and jackets worn while working on City sites. Contractors shall submit proposed badge and arm patch design to the Contract Administrator for approval.

j. Trouser Belt: shall be worn under the Sam Browne Belt; it shall be adjusted so that no part other than the top edge is visible.

k. Socks: solid black.

l. Shoes: shall be center-laced style; smooth finish, solid black in color; low or high cut with a military or plain-tiptoed. Shoe soles shall not exceed a maximum of one inch and shall be proportionate to the shoe. Soles shall match shoes in contour, designed and material color. "Ripple soles" (trademark) may be worn providing they do not present an unsightly appearance. Die work, wing-tipped or other ornamentation, western style, or crepe-soled shoes shall not be permitted (no dress shoes or tennis shoes).

m. Boots: shall be center-laced, side-laced, or zip type; boots shall have a leather top; boots shall extend approximately two inches above the ankle bone in front and in back; a strap may be provided at the back to facilitate pulling on boot; boots shall fit closely to the ankle and not reach in excess of two inches above the anklebone; boots shall be constructed of top grain side leather, solid black in color, with a plain toe. Military style combat boots or a similar type with canvas or nylon fabric on the sides may be worn providing they have a leather, plain toe, and do not present an unsightly appearance. The soles shall be of prime leather, NO.1 Composition, Neolite (trademark), or corresponding material. The sole thickness shall not be in excess of 3/8 inch and the height of the heel shall not exceed one inch. Die work, wing-tipped or other ornamentation, western styles (cowboy boots), or crepe-soled boots are not permitted.

n. Any/all appropriate to the season/weather

o. Equipment listed (as appropriate) in Section 18 of this Agreement

13.0 CLEANLINESS AND NEATNESS

The Contractor shall establish and enforce rules of cleanliness and neatness for Unarmed/Armed Officers and Field Security Supervisors.

a. All uniforms and equipment shall be maintained in a clean, serviceable condition and shall be ready at all times for immediate use.

b. Leather equipment shall be kept dyed and shined, and shall be replaced when it is cracked or worn out.

14.0 PERSONAL APPEARANCE

14.0.1 Hair Standards

Security officers shall keep their hair neat, clean, and well groomed.

a. Males shall keep their hair properly trimmed. The hair shall be at least moderately tapered, shall not extend below the top of the *shirt* collar nor cover any portion of the ear, and shall not interfere with the proper wearing of the uniform hat.

b. Females shall arrange their hair so that it does not extend below the bottom edge of the collar, nor interfere with vision in any way.

14.0.2 Sideburns

Sideburns shall not extend beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. The flare (terminal portion of the sideburn) shall not exceed the width of the main portion of the sideburn by more than one fourth of the un-flared width. The sideburn shall be trimmed and neat in appearance.

14.0.3 Mustaches

A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not extend below the vermilion border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the comers of the mouth.

14.0.4 Beards

Security Officers shall be clean-shaven when reporting for duty. A growth of whiskers shall be permitted only for medical reasons. Security Officers with a medical condition, which precludes the security officer from shaving, shall be assigned duties requiring the least possible public exposure.

14.0.5 Fingernails

Security Officers nails shall not extend more than one inch from the tip of the finger or interfere in any way in the performance of the primary duties/tasks or with safe drawing of the firearm. Security Officers wearing fingernail polish shall use a conservative shade, without decals or ornamentation, and shall not detract from uniform appearance.

14.0.6 Identification

The Contractor shall furnish identification insignia badges, shoulder patches, and nameplates.

15.0 CONTRACTOR SUPERVISION REQUIREMENTS

15.0.1 Field Supervision

The Contractor will assign Field Supervisors to provide the required field supervision and training, herein, to the Security Officers under his/her supervision during the performance of their duties as required by the Contract and Post Orders. The Field Supervisors shall perform a minimum of one site visit per post, per shift, per day. Failure to perform any of the required site visits will result in $100 liquidated damages per occurrence.

The Field Supervisors are assigned field supervision of security guards, security services, and vehicle(s) use in patrolling and covering all area sites/Posts as specified in the Contract. The work schedule requires one (1) hour of field supervisor for each twelve (12) hours of Security Officer service, as directed by the Contract Administrator.

Duties: The Contractor's Field Supervisor will conduct field supervision of security services and patrol coverage of all area sites and Posts as specified. This Field Supervisor will conduct Post inspection, provide armed back-up for Post, respond to unusual and emergency calls from assigned Security Officers on City Posts/area sites, refuel vehicles used in Contract patrolling, provide a back-up vehicle during the specified schedule hours for all City Posts/area sites. As a licensed and qualified Security Officer, the Field Supervisor is responsible for the work assignments; training and performance of Security Officers assigned under his/her supervision to City facility/site locations. The Field Security Supervisor shall:

a. Enforce Contract regulations
b. Prepare and supervise work schedules
c. Authenticate payroll data
d. Maintain liaison with City Contract Administrator and/or City Contract Coordinator and staff
e. Schedule and monitor in-service training

f. Prepare incident and other pertinent reports as required
g. On a daily basis, at least once per shift, patrols all assigned City site/facilities locations, Post Orders, buildings, grounds, and related properties, as necessary to provide quality control and assurances of security services provided
h. Possess all pertinent permits and a current valid California Driver's license.

15.0.2 Post Commander

The Contractor will, upon approval of the Contract Administrator, assign Post Commander(s) to specific, fixed locations as required by Post Orders. The Post Commander shall provide all supervisory functions comparable to the Field Supervisor as stated in the above section.

15.0.3 Contract Management

The Contractor shall designate a Liaison Contract Manager, with an office located in Los Angeles, to provide day-to-day Contractor's general administration and managerial direction of the required Contract work and overall personnel administration of Contractor's assigned personnel. This person will be the liaison to the City and the OPS Chief. The Liaison Contract Manager shall become the City's primary contact person and be available as needed for the administration and effective functioning of the requested security services required in the Contract.

15.0.4 City and Contractor Staff Meetings

Meetings between the Contract Administrator and Contractor's Liaison Contract Manager shall be scheduled bi-monthly, or as often as necessary, to discuss problems, discrepancy reports, and status of Contract services. The Liaison Field supervisor shall meet regularly with the OPS Contract Coordinator at least once a month or as often necessary and as determined by the circumstances in the administration of the Contract.

The meetings will cover all matters regarding the Contract and related to operations, quality of services, Contract compliance, changes in the scope of work, solutions to problems and discrepancies in the billing, invoices, charges, and other matters regarding the scope of work.

The Liaison Contract Manager shall address all Contract matters on behalf of the Contractor, but not limited to, the following: payroll, invoicing, assignments of personnel, disciplinary actions, Contract performance, and non-performance, corrective actions, assessments and appeals for Contract non-compliance, special assignments, quality assurances and controls, changes of scope of work and other matters of mutual interest or concern to the City and the Contractor.

16.0 CONTRACTOR TRAINING REQUIREMENTS

16.0.1 Training Requirements

The Contractor shall conduct an 8-hour orientation that will include, but not limited to, the following topics: Contractor's expectations, goals and guidelines, officer standards of conduct/code of ethics, the Contractor's chain of command and contacts, policies and procedures, legal authority and limitations, sexual harassment, discrimination, workplace violence, employee assistance program, etc.

16.0.2 Additional Training Requirements For All Contract Security Officers

- Customer Service Training
- Problem Solving Techniques
- Unusual Occurrences / Emergencies
- Officer Safety
- Professional Demeanor
- Report Writing
- Arrest and Control / Use of Force
- Baton / Impact Weapons
- City of Los Angeles 101

16.0.3 Armed Security Officers & Professional Officers

The minimum requirements for these positions include 2 years experience as a licensed Armed Security Officer. The officer must pass a comprehensive background check relative to required training, criminal history, driving record, and verification of training. The officer must possess the necessary training and certificates including First Aid, CPR, a current valid permanent Guard Card and Firearms Card. The Armed Security Officer is expected to have in their possession during working hours the required permits as listed in the *License and Permit* section of this Agreement.

16.0.4 Unarmed Security Officers

The minimum requirements for this position include 2 years experience as a licensed Security Officer. The officer must pass a comprehensive background check relative to required training, criminal history, driving record, and verification of training. The officer must possess the necessary training and certificates including First Aid, CPR, and a permanent Guard Card. The Armed Security Officer is expected to have in their possession during working hours the required permits as listed in the *License and Permit* section of this Agreement.

16.0.5 Field Security Supervisors

Shall be trained in security services, guard personnel supervision and patrolling procedures of all assigned City facility/sites and locations, use of firearms and be properly licensed. The Field Security Supervisors should have in their possession the required permits, as listed in the *License and Permit* section of this Agreement, during working hours. The Office of Public Safety will provide Contractor with "City of Los Angeles 101" training documentation and all Post assigned Contract Security Officers will be expected to know its contents. All of the aforementioned training and sample of syllabus of each course are to be approved by the Contract Administrator prior to execution of this Agreement.

16.0.6 On-the-Job Training

The Contractor will provide each Post assigned Security Officer:

a. A minimum of eight (8) hours of on-the-job training (OJT) at the location. OJT shall, at a minimum, consist of site/facility/location familiarization and understanding the City of Los Angeles 101 and Post Orders; the Contractor at the Contractor's expense shall provide additional training required beyond the OJT. The Contractor's Security Supervisor(s) shall attend the training, at the Contractor's expense, to become aware and familiarized with the various City facilities, sites, and Post Orders.

b. Provide and assign a Lead Officer or Field Supervisor, as trainer, at the Contractor's expense. The trainer shall train and test the new Post assigned Security Officer (s) during OJT. Training and testing will cover the knowledge of and compliance with the job site/facility's Post work orders and the job requirements set forth as the minimum work and security service in accordance with the scope of work in the Agreement.

16.0.7 Training Record

The Contractor shall maintain a training record for each Security Officer and Field Supervisor assigned to a City facility. The training record shall show, as a minimum, the employee's name, date of employment, and the different types of training provided. Such records shall be posted on the web portal and made available to the Contract Administrator upon request. The Contract Administrator may, from time to time, monitor the conduct of such training. Completion of any training should be signed by the security guard and supervisor and reported to OPS with a copy going to the client department with updated training records.

17.0 CONTRACTOR COMPLAINT PROCEDURE

17.0.1 Customer Complaints and Notifications

All complaints against Contract Security Officers shall be directed in writing to the Contract Administrator and notifications made to the Contractor. Generally, all complaints

shall be resolved within sixteen (16) hours upon receipt of the complaint. However, the Contract Administrator reserves the right to extend the length of time needed to investigate the complaint. Complaints include any report of dissatisfaction or poor service against a Contractor's employee (received via telephone, letter, a-mail, fax, or in person), violation of policy/procedure, violation of law, or reported misconduct. The party initially receiving the complaint shall forward a memorandum, detailing the basis for the complaint to the Contract Administrator, including all related official documents. When a complaint is received on the day preceding a holiday or weekend, it shall be processed on the next working day.

17.0.2 Documenting Complaints

The Contractor shall complete a written memorandum, providing the names, addresses, and telephone numbers of all involved persons, including the complainant, witnesses, and the subject employee(s). The narrative portion of the memo shall include a description of events that led to the complaint, including date and time of occurrence, a list of all involved persons, location of occurrence, nature of the complaint allegation(s), and statements (written, tape-recorded, or other) made by involved persons including the subject employee(s).

17.0.3 Complaints Reported to the City

The Contract Administrator shall notify the Contractor by telephone and/or written notification of any new complaint received and work in cooperation with the Contractor to resolve the complaint. The Contractor will notify the Contract Administrator of the complaint disposition within sixteen (16) hours of receiving the complaint, unless the Contract Administrator has granted an extension. Failure to respond to a complaint or comply with the provisions of this Agreement, shall be considered a violation of Contract requirements.

17.0.4 Complaint Log

OPS shall maintain a log of all reported complaints and disposition.

17.0.5 Complaint Form and Notices

The Contractor shall develop documentation on the complaint procedure and make the materials readily available for distribution to members of the public upon request. The Contract Administrator prior to distribution must approve any materials regarding complaint forms or a description of the complaint procedure.

17.0.6 Contract Personnel Complaint Investigation and Interview

The Contract Administrator reserves the exclusive right to immediately interview and investigate any employees under the control or direction of the Contractor, upon receiving any reported complaint or allegation of misconduct. Any employee who declines or refuses to participate in an interview or cooperate with an investigation conducted by the Contract Administrator shall be ordered by the Contractor to cooperate with the Contract Administrator. Failure of the Contractor to cooperate with the investigation and interview conducted by the Contract Administrator or designee is considered as non-complying with this Contract requirement.

18.0 EQUIPMENT

The following equipment is authorized for use by Contract Security Officers (Armed/Unarmed where appropriate) while on duty and at a City facilities.

18.0.1 Sam Browne Utility Belt

The items named in this section shall be worn at all times with the Sam Browne Utility Belt.

- Belt Keepers: (4) four belt keepers should be worn on the Sam Browne Utility Belt.

- Side Handle Baton and/or Expandable Baton with Ring Holder: the baton holder shall be worn on the belt in front of, and directly adjacent to, the key holder. The baton is carried in the baton holder ring. The security officers shall carry the 24-inch-side-handle baton.

- Pepper Spray with Can Holster: the pepper spray can, in its holder shall be worn on the Sam Browne Belt between the ammunition case (where used) and the baton holder.

- Handcuffs with Case Holder: minimum of one pair shall be worn centered over the hip pocket on the side opposite the holster. Additional handcuffs with case holder maybe worn and shall be worn centered over the hip pocket on the same side as the holster.

- Key Holder: is worn on the side opposite the holster approximately equal distance between the handcuffs and two speedy loaders or two magazines (where carried). A key ring shall be carried on the key holder. A handcuff key shall be carried on the ring. In addition, other keys may be carried on the holder such as the facility or building keys to where the services are being provided.

- Holster: armed officers shall wear on the side for which it was designed. The

holster must be specifically made for the weapon and size being carried. The Armed Security officer will not be armed or allowed to work if the hostler is not made for the weapon and size.

- Speedy Loaders or Magazines: armed officers shall wear two (2) speedy loaders or two (2) magazines, specifically made for their weapon's make and model, with case holders are required, as part of their equipment to hold extra rounds, not including the rounds already in the firearm. They are to be worn on the side opposite the holster and shall be centered on the belt between the belt buckle and the baton holder.

All belt equipment holders will be either leather or ballistic nylon (no mixing).

18.0.2 Ammunition

When Armed Officers are requested by the City, under this Contract, the Armed Officer shall have a 6-shot .38 caliber revolver or 9-millimeter semi-automatic handgun that must be carried in a side holster at all times, except when circumstances exist that would make drawing the weapon objectively reasonable under the law.

The following are approved ammunition to be carried by the Contractor's Armed Security Officers and Professional Officers:

- 9mm – Winchester Ranger 147 gr. SXT, RA9T
- 38spl – Speer Gold Dot .38cal + P 135 gr., GDHP

Ammunition purchased and approved under prior City contracts may be used as long as it is serviceable. Any new ammunition must meet the required standard listed above. The following are the only ammunition previously authorized to be carried by the Contractor's Armed Security Officers and Professional Officers:

- 9mm - 115 gr. JHP, P/N R9MM1
- 38spl - 125 gr. JHP, P/N 13852

18.0.3 Weapon Cleaning

Security Officers shall not clean any weapon during work assignment in or on City facility/site locations. Unarmed Security Officers shall not be permitted to carry a gun/firearm while performing security duties. **Unauthorized weapons, holsters and ammunition are expressly prohibited.**

18.0.4 Radios/Cellular Telephones

The Contractor shall furnish each Security Officer with 2-way radios and/or cellular telephones (cell phones), capable of transmitting and receiving clear messages over the

required distance within the assigned facility/site or Post and to a Communications Center where emergency services can be immediately requested. Emergency phone numbers must be pre-programmed on all cell phones for Security Officer use. The radios, cell phones, and other related equipment shall be furnished, maintained, and paid for by the Contractor. The cost is included in the labor rate fee set forth herein for each of the various services performed by the Contractor. The radios and other equipment shall be furnished, maintained and paid for by the Contractor. The cost is included in the labor rate fee set forth herein for each of the various services performed by the Contractor.

18.0.5 Related Equipment and Supplies

Contractor shall provide Security Officers with flashlights, pens, pencils, Contractor forms, and other related supplies and equipment necessary to perform their duties.

18.0.6 Vehicles and Drivers

When the City requires the Contractor to use a vehicle, it shall be the responsibility of the Contractor to furnish properly insured vehicles and to ascertain from the Contract Administrator, the rules and regulations pertaining to safe driving on City property. Contract Security Officers driving, entering and leaving City facilities and property shall be expected to assure proper security practices. Appropriate keys and access control devices will be furnished by the facility manager who is exercising functional supervision of the facility/site requiring Contract security services.

18.0.7 Bicycle Patrol

Contractor shall provide each Bicycle Patrol Security Officer with bicycles, helmets and glasses based on the OPS Bicycle Equipment Standards. Bicycles should be suitable for law enforcement patrols and activities and must meet or exceed the guidelines specified by the City. Contractors shall submit proposed bicycle model (for site-specific applications) for approval by Post assignment site management and the Contract Liaison.

18.0.8 Guard Tour Management System/GPS Tracking/Attendance Verification

The Contractor shall provide a Guard Tour Management System capable of daily downloadable tour results acceptable to the City. This will be done at the Contractor's expense. The Contractor will be responsible for maintaining the system and replacing it if it becomes inoperable. The system should accurately track the reporting time, end time and patrol locations of each Security Officer, verifying that they are at work on time and patrolling each location based on the existing Post Orders. The results need to be available in real time on the Contractor's Web Portal, and provide alert methods by automated e-mail and text message notification to the Contractor and designated City contacts of incidents of late arrival by Security Officers.

The Contractor shall provide a similar method using the same Guard Tour Management System or GPS based system tracking the daily site visits by each Field Supervisor. The system shall track the arrival time and departure time of the Field Supervisor at each site. The results need to be available in real time on the Contractor's Web Portal, and provide alert methods by automated e-mail and text message notification to the Contractor and designated City contacts of completed shifts not visited by Field Supervisors.

18.0.9 Internet Web Portal

An Internet Web Portal is to be established no later than thirty (30) days following the execution of this Contract and shall be regularly maintained and updated daily by the Contractor's dedicated City of Los Angeles office personnel. The Web Portal shall be directly accessible by authorized City of Los Angeles personnel and contain all pertinent information necessary to verify scheduling, training, authorized Posts, guard licenses and permits, officer arrival and departure time, field supervision tracking and billing rates.

The Contractor shall use a standardized format developed with and approved by the City that will list all Posts including emergency and special events, list shift times for each Post, and provide monthly summaries to be used for invoicing and compliance. The Contractor shall use a standardized format developed with and approved by the City to track each security guards licenses and required permits, along with expiration dates, and will keep all records up to date. A monthly report shall be submitted to the City's Contract Liaison with copies of updated renewed licenses and permits.

19.0 SPECIAL PROVISIONS

19.0.1 Emergency/Urgent Services

The Contractor shall provide radio-dispatched personnel for all emergency/urgent requests of the Contract Administrator or designee. Emergency/urgent services shall be defined as the non-scheduled augmentation of security personnel from the basic complement of Security Officers assigned to a Post or City facility/site location when the City cannot provide the Contractor with a minimum of twelve (12) hours advance notice of requesting security services coverage.

19.0.1.1 Emergency/Urgent Coverage

In case of a need for emergency services, coverage shall be provided and scheduled in accordance with the terms and conditions as requested for non-scheduled needs and augmentation of Security Officers to meet emergency/urgent City security service needs/contingencies. It will be the Contractor's duty and responsibility to provide security services for emergency/urgent coverage as required by the circumstances, at attentive rates in Attachment A, for work approved and authorized by the Contract Administrator.

19.0.1.2 Emergency/Urgent Services Personnel Requirements

Emergency/urgent services personnel shall meet all the training qualifications and requirements specified in this Contract.

19.0.1.3 Reverting To Regular Schedule

The Contractor's personnel responding to emergency/urgent services shall revert back to regular security service/Post assignments on the first day after the authorized cancellation of the request for emergency services.

19.0.2 Identification

At the City's option, a photo identification credential of the Security Officers will be provided at no charge to the Contractor. This credential shall be displayed when assigned to duty on City property only.

19.0.3 Terminated Security Officers

Contractor shall not assign any Security Officer, Field Supervisor, Post Commander or personnel who has been terminated by the City on any City Contract, or any terminated Officer from any non-City Contract (within the past five years) to provide services under this Agreement.

19.0.4 Contractor Transition and Cooperation

In accordance with the Service Contract Worker Retention Ordinance (SCWRO), all Contractors involved in any location coverage transition shall fully cooperate and assist each other to facilitate a smooth changeover during Contract implementation, for the term of the Agreement, and at Contract expiration. Any disputes, disagreements, and/or differences of opinions between the Contractors will be reviewed and resolved by the Contract Administrator. Such decisions are final and shall not be subject to further review.

19.0.5 Non-Exclusive Agreement

The Contractor understands and agrees that this is a non-exclusive agreement to provide security services to the City and that the City has entered into other Contracts for the provision of security services. Execution of this Agreement does not guarantee that the City will request the Contractor to provide any services.

20.0 GENERAL CONTRACT REQUIREMENTS

20.0.1 Schedule and Work

Essential parts of the Agreement are the Scope of Work, Schedules of Work, and Post Orders showing corresponding general outlines and details necessary for a

comprehensive understanding of the assignments and work to be performed at each and all specified City site and facility locations. All work under this Agreement shall be performed in all respects in strict compliance with the specified requirements of the Post Orders and the Contract. The Contract Administrator has the right to obtain, from the Contractor, any Security Officers' schedules, Post Orders, and facility procedures upon demand for any assigned facility.

20.0.2 Reverting Site Locations to City Security Forces

The City reserves the right to have any City facility/site location revert from utilizing Contract security services to City security forces, as determined by the Contract Administrator.

20.0.3 Added Site Locations As Needed

As needed and necessary, the Contract Administrator will contact the Contractor to discuss added or deleted site locations for security services as specified at the time of need and under the same terms and conditions of the Contract. The Contractor is reminded not to schedule, provide, or render any security services to any City Departments, Bureaus, or Offices unless there is a written work order, authorizing such security services (with attached and approved Post Orders) from the Contract Administrator.

For some facilities and site locations, the City may require multiple levels of security services. Some facilities will require Armed and/or PC-832 certified Security Officers. Other locations may only require Unarmed Security Officers. The Contractor will provide the required Field Supervision, as specified in this Agreement, for the Security Officers during the performance of their assigned duties.

20.0.4 Hourly Rates

Hourly rates are firm and fixed for the term of the Agreement (Attachment A).

20.0.5 Insurance

During the term of the Agreement, the Contractor shall, at its own cost and expense, procure and maintain current insurance and indemnity coverage, as detailed in the Insurance Requirements in Exhibit One of Attachment C and incorporated herein.

20.0.6 Contractor Invoices

For acceptable performance, the Contractor shall invoice the City monthly and shall be paid for the total number of hours worked in the previous month. Contractor shall present original monthly invoices and supporting documents (see below) that are payable by OPS, as well as copies of invoices payable by other City departments, to the following address:

The City of Los Angeles
Department of General Services
Office of Public Safety Division
201 N. Los Angeles Street, Suite 2
Los Angeles, CA 90012

Attention: Contract Administrator

Original invoices payable by other City departments shall be sent directly to the City Department as stated on the Sub-Purchase Order/ work order.

Statements and Invoices: The Contractor shall prepare and submit to the Contract Administrator, a monthly statement with invoices for work performed. The statement shall provide current charges and total year-to-date charges. Invoices shall be submitted in triplicate with appropriate billing information including Business Tax Registration Certificate (BTRC) number, Contract number and accounting summaries as required. Those invoices not acceptable to the Contract Administrator will be returned to the Contractor for correction and subsequent re-submittal for payment. The invoices for services per work order for the previous month must be submitted on or before the **fifteenth (15th) day of each month.** Invoices shall include the work order number for each site, and the total hours assigned by the Contractor. The payment for the work performed during the preceding month will be based upon the hours worked.

Security Officer: The payment schedule and payment terms are as stated in Attachment A. The Contractor is required to provide as part of the invoice a breakdown list by location or City facility with the following information:

- A list of hours performed by the Security Officers (Armed, Unarmed, Bicycle and Professional) by date, day, and hours of coverage (starting time and ending time).
- Total hours for the day and total hours for the month.
- The names of the Security Officers providing the services.

Field Supervision: Field Supervision will be required at every department facility or location per request of service, or as directed by the Contract Administrator. Field supervisors are expected to visit each location daily, at least once per shift and inspect all on duty guards. The costs for all aspects of field supervision including wages, uniforms, equipment, vehicle and costs of operation of vehicle (including fuel, maintenance, insurance, repairs) travel and meal periods will be bourn by the Contractor. If a field supervisor is required to stand a Post, the Contractor will be compensated based on the duties performed. For example, if a supervisor is standing Post for an unarmed guard, he/she will be paid at the regular unarmed officer rate.

Supporting Documents: The Contractor is required to submit employee sign-in sheets and Field Supervisor's Daily Field Activity Reports (DFARs) with invoices for payment

by the fifteenth (15th) of each month following the month that the services were provided to the Office of Public Safety.

20.0.7 Subsequent Requests for Additional Security Services from other City Departments

The following are applicable for subsequent requests for additional security services originating from City Departments other than the Department of General Services Office of Public Safety:

a. Written Approvals with Post Orders: The Contractor shall schedule, provide, or render security services to other City Departments, Bureaus, or Offices **ONLY after obtaining written authorization with Post Orders approved by the Contract Administrator.**

b. Contact with Contractor for Services: If the Contractor is contacted and receives a request for security services directly from any City Department, **the Contractor SHALL NOT render any security services without receiving written approval with Post Orders from the Contract Administrator** and shall refer said request from City Department back to the Contract Administrator.

NOTE: The Contractor will not be paid for security services rendered to other City Departments without prior written authorization by the Contract Administrator.

20.0.8 Fees

The Contractor shall submit invoices as described herein for the services performed for which payment is requested. Said services shall be billed in the amounts set forth in payment schedule identified as Attachment A and attached hereto and incorporated herein by this referral. The total dollar amount that the City will pay the Contractor for satisfactory services rendered under the terms of this contract may be up to, but not exceed, ten million dollars ($10,000,000) annually.

20.0.9 Term of Contract

The Contract period shall begin on the date when the Contract is awarded and executed with authorized signatures by the City. The Contract term is one (1) year, and is subject to two (2) additional one-year renewals solicited as options if the City for its convenience and its own interests approves such options. The Contract renewals are two (2) one-year options, not to exceed a total of three (3) years.

20.0.10 Termination of Contract

The Contract may be terminated at any time, in whole or in part, for the convenience of the

City, or by default of the Contractor. The City shall give the Contractor a written "Notice of Termination" (Notice) to terminate the Contract. Upon receipt of such Notice, the Contractor must cease all work immediately or on the date, if any, specified in the said Notice, whichever is later, and thereafter take all reasonable steps not to incur additional costs associated with the Contract.

a. Termination for Convenience: If the City elects to terminate the Contract for its convenience, such termination shall be effective upon 30 calendar days after delivery of said Notice to the Contractor, unless a later date is specified in the same Notice of Termination. Thereafter, the City shall pay the Contractor for security services provided through the date of termination and for those allowable costs determined by the City to be necessary and reasonable to effect such termination. Thereafter, the Contractor shall have no further claims or recourse against the City under the Contract.

b. Termination for Default: The City may terminate the Contract for reasons and actions of the Contractor's default if and subject to the following:

- A federal or state proceeding for relief of debtors is undertaken by or against the Contractor.
- A receiver or trustee is appointed for the Contractor.
- The Contractor makes an assignment for the benefit of its creditors.
- The Contractor becomes insolvent which shall be deemed to have occurred if the Contractor has ceased to pay its debts, including unpaid employee salaries, in the ordinary course of business or cannot pay its debts as they become due, whether or not the Contractor has committed an act of bankruptcy law.

- The Contractor breaches any material term or violates any material provision of the Contract and does not cure such breach or violation within ten (10) calendar days after delivery by the City of a written "Notice to Correct Deficiency."
- The Contractor has inferior and/or poor quality performance of services and is in breach as evidenced by recurring complaints, incidents of non-performance, and failure to comply with requirements herein.

c. Termination by the Contractor: The Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice to the City.

d. Liability, Rights and Remedies: The City shall have no liability and the Contractor shall have no claim for any other loss, expense, or damages for such Contract discontinuance or termination. The provisions of the Contract shall be in addition to all other rights and remedies available to the City under law. The rights and remedies of the City set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law and under

the Contract. The City shall not be liable for payment of billed hours worked by security guards who do not have the required background, experience, licenses, permits, or equipment enumerated in section IV Contractor Personnel Requirements. The City will be entitled to liquidated damages of $100 per day for each site that was not visited by a Field Supervisor. The City will deduct the total accrued damages from the Contractor's monthly invoice payment.

20.0.11 Conflict of Interests

The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Contractor's business or financial interests and either the services to be provided under Contract or any City officer, employee, or agent of the City. In the event of a change in either private interest or services under the Contract, any questions regarding possible conflicts of interests, which may arise as result of such change, shall be brought to the immediate attention of the Los Angeles City Attorney. For the duration of the Contract, the Contractor shall refrain from undertaking any work for any individual, business, or legal entity in which direct conflicts of interests regarding the services provided hereunder or herein may arise.

20.0.12 Accounting and Financial Records

Accounting and financial records shall be maintained in accordance with generally accepted accounting principles and practices. All records shall be maintained by the Contractor, and access shall be provided to the City during the entire term of the Contract and for three (3) years after final payment is made by the City unless the City gives written permission to the Contractor to dispose of said records prior to the end of the retention period.

20.0.13 Audits and Inspection of Records

After receipt of reasonable notice and during the Contractor's regular business hours, the City, its authorized representative(s) or agent(s), can perform, as necessary, audits and inspection of records relative to the work performed under the Contract. The Contractor shall provide such access to their records, and facilities housing the records, as the City deems necessary to examine, audit, inspect, excerpt, photocopy or transcribe the records relative to work performed including: payroll, employee wages, benefits, Contract expenses, and other documents relative to the Contract requirements, terms and conditions performed under the Contract.

20.0.14 Changes

The City reserves the right to monitor and review the City's security services needs. When necessary the City Contract Administrator will contact the Contractor's Liaison Manager to make any changes as required to amend, modify or delete specific Contract and Post Orders

when such amendment, modification or deletion is determine by the Contract Administrator to be in the best interest of the City.

20.0.15 Holidays

The City shall have the right to request security services coverage on and during all holidays observed by the City. City Holidays are as follows:

New Year's Day .....January 1
Dr. Martin L. King Jr. Day ....3rd Monday in January
President's Day .....3rd Monday in February
Cesar Chavez Day .....Friday or Monday nearest to March 31
Memorial Day .....Last Monday in May
Independence Day .....July 4
Labor Day .....1st Monday in September
Columbus Day .....2nd Monday in October
Veteran's Day .....November 11
Thanksgiving .....4th Thursday & Friday in November
Christmas Day .....December 25

20.0.16 Binding Communication

Communication and information given by the Contract Administrator or designated representative to the Contractor's Liaison Manager, and/or authorized representative shall be as binding.

20.0.17 Contractor's Address and Legal Service

The address given in the proposal shall be considered the Contractor's mailing and legal address for certified mail delivery. Should this address change, written notice shall be sent to the Contract Administrator. The delivery of mail or communication documents addressed to the Contractor, or authorized representative, mailed to such address, depositing it in the United States Mail by a regular, registered or certified mail with postage prepaid, shall constitute legal service thereof.

20.0.18 Occupational Safety and Health Act

The Contractor agrees that, for the purpose of being in compliance with the requirements of the Occupational Safety and Health Act of 1970, services performed for the City shall be deemed entirely within the Contractor's responsibility. The Contractor shall take all necessary precautions for the safety of its employees on the job and of the City's employees. The Contractor will notify the Contract Administrator promptly, and in writing, if a charge of non-compliance with above Act has been filed against the

Contractor in connection with Contract security services.

20.0.19 Permits, Laws, Taxes and Regulations

The Contractor shall procure all permits and licenses; pay all charges, taxes and fees, and give all notices necessary and incidental, be they due and lawful. All costs thereof shall be deemed to be included in the prices proposed for the work under this Agreement.

20.0.20 City's Responsibilities

The following are the City's responsibilities under the Agreement:

a. Authority and Duties of Contract Administrator: The OPS Chief is the Contract Administrator and shall represent the General Manager of the Department of General Services in the Operation and management of this Agreement. The Contract Administrator may make temporary changes in assignments, tasks, task frequencies, or methods. Any temporary changes shall not be considered modifications of the Agreement and shall not affect the amount of payment to the Contractor.

b. Authority and Duties of the Contract Coordinator: The Contract Administrator may appoint an individual or individuals as City Contract Coordinator (Coordinator) to monitor and inspect the Contract performance of the security services work. The Coordinator is not authorized to revoke any requirements of the Contract. The Coordinator is authorized to call to the attention of the Contractor any non-performance of security services personnel for the work called under the Agreement. The Coordinator shall in no case act as a Foreman or perform any or other duties for the Contractor, nor interfere with the management of the work under the Agreement. Any advice given to the Contractor shall in no way be construed as Contract changes and binding to the City, or releasing the Contractor from fulfilling all requirements of the Agreement.

20.0.21 Contractor Storage Space

The City will provide, at no expense to the Contractor, assigned work areas/station, storage space and utilities, as reasonably necessary for the duties performed by the Contractor's security services personnel.

20.0.22 Change in Hours Assigned

The Contract Administrator will have the right to change the number of hours required at any site(s) by notifying the Contractor.

20.0.23 Changes, Additions, and Deletions to Work Schedule

As City security needs change or develop, the City, by written change order, may make changes, additions, and deletions in the Scope and Schedule of Work. Should any changes be made, the Contractor shall perform the work as changed and shall be paid for the actual quantity of work performed by such changes, whether increase or decreased.

20.0.24 Labor Activity

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor by its employees, or similar labor activity conditions are directed against the City by City employees which result in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible under law to have the work performed.

20.0.25 Dedicated City of Los Angeles Office

The Contractor will provide, at no expense to the City, a dedicated office facility with staff that will serve as the primary point-of-contact for all contractual matters including but not limited to scheduling, complaints, requests for additional service, etc. This office shall be open during normal City business hours (Monday - Friday, 8:00am - 5:00pm).

21.0 RETENTION OF RECORDS

The Contractor will maintain all security service records, including records of financial transactions, pertaining to the performance of this Agreement, in their original form, in accordance with requirements prescribed by the City. These records must be retained for a period no less than three (3) years following final payment made by the City hereunder or the expiration date of this Agreement, whichever occurs last. Said records will be subject to examination and audit by authorized City personnel or by the City's representative at any time during the term of this Agreement or within three (3) years following final payment made by the City hereunder or the termination date of this Agreement, whichever occurs last. The contractor will provide any reports requested by the City regarding performance of this Agreement.

22.0 CONFIDENTIALITY AND OWNERSHIP

22.1 Confidential Information

"Confidential Information" includes all data, recorded testimony, audio-tapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media. All City information that is confidential in nature and is accessed, reviewed, or viewed by Contractor personnel during the performance of this Agreement will remain the property of the City.

Any and all information, records, documents, and data provided by the City, accessed or reviewed, during performance of this Agreement, are to remain confidential and shall not be disclosed, either orally or in writing, to any other person or entity without a formal written request by the Contractor and approval by the City. A Confidentiality Agreement **must be signed** and on file for all Contractor personnel assigned to carry out the duties contained within this Agreement.

22.2 Ownership

It is understood and agreed that all materials created during the course of the Contract, are being developed by the Contractor for the sole and exclusive use of the City and that the City will be deemed the sole and exclusive owner of all right, title, and interest therein. Such materials will be considered as "work made for hire" (as such are defined under the U.S. Copyright Laws) and, as such, will be owned by and for the benefit of the City. The Contractor may not use or otherwise make public in any manner, either for profit or not for profit, any of the information or documentation without the prior written consent of the City. In the event that it should be determined that any of such materials does not qualify as a "work made for hire," the Contractor will and hereby does assign to the City for no additional consideration, all right, title, and interest that it may possess in such materials, including, but not limited to, all copyright and other intellectual property rights relating thereto.

22.3 Requirements Apply to All Subcontractors

The Contractor will ensure that these requirements are provided to and apply to all subcontractors of this Agreement.

22.4 Continued Requirements

The requirements of Section (17.0) survives after termination of this Agreement as necessary to comply with the applicable Statue of Limitations.

23.0 AMENDMENTS

Any change in the terms of this Agreement must be incorporated into this Agreement by a written amendment properly executed and signed by the persons authorized to bind the parties thereto.

24.0 STANDARD PROVISIONS

The Contractor must comply with the applicable requirements of the Standard Provision for City Contracts (Rev. 3/09), attached hereto as Attachment C and incorporated herein by reference.

25.0 ENTIRE AGREEMENT

This Agreement consists of forty-two (42) pages, five (5) Attachments, which includes the CONTRACTOR's original proposal, and represents the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms *and* conditions of this Agreement. In the event of any inconsistency between the body of this Agreement and the Attachments, the order of precedence shall be as follows: the paragraphs in the body of this Agreement followed by the Fee Schedule (Attachment A), Performance Requirements Summary (Attachment B), Standard Provisions for City Contracts (Attachment C), Confidentiality Agreement (Attachment D) and a copy of the CONTRACTOR's submitted proposal and all elements of said proposal regarding training, technology, and the CONTRACTOR's Proposal (Attachment E) thereof is part of this Agreement.

This Agreement is executed in three (3) originals, each of which is deemed to be an original.

26.0 PARTIES TO THIS AGREEMENT AND REPRESENTATIVES

26.1 Parties to this Agreement

The parties to this Agreement are:

1. The CITY of Los Angeles, a municipal corporation, having its principal office at 111 East First Street, Los Angeles, California, 90012.

2. CONTRACTOR – ANDREWS INTERNATIONAL, INC., a Delaware Corporation having its principal address at: 27959 Smyth Drive, Valencia, CA 91355.

26.2 Representatives of the Parties

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1. The CITY representative is, unless otherwise stated in this Agreement:

   TONY M. ROYSTER, General Manager
   Department of General Services
   111 East First Street
   Los Angeles, California 90012

With copies to:
GARY S. NEWTON, Chief
Office of Public Safety
201 North Los Angeles Street, Suite 2

Los Angeles, California 90012

2. The CONTRACTOR representative is, unless otherwise stated in this Agreement:

   RANDY ANDREWS, Chief Executive Officer
   ANDREWS INTERNATIONAL, INC.
   27959 Smyth Drive
   Valencia, CA 91355

26.3 Formal Notices

All demands and communications to be given hereunder by either parry must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

26.4 Change of Representative

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accord with this Section, within five (5) working days of said change.

IN WITNESS THEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

By: _____
TONY M. ROYSTER
General Manager
Department of General Services

Date: 8/18/09

Approved as to form:

CARMEN A. TRUTANICH
City Attorney

BY: _____
EDWARD JORDAN
Deputy City Attorney

Date: 8-20-09

Attest:

JUNE A. LAGMAY
City Clerk

BY: _____
Deputy City Clerk

Date: 9-8-09

ANDREWS INTERNATIONAL, INC.

By: _____
RANDY ANDREWS
Chief Executive Officer

Date: 8-14-09

By: _____
ROGER ANDREWS
Executive Vice President

Date: 8-14-09

Internal Revenue Service number: _____

City Business License number: _____

City Contract number: C-115978

ATTACHMENT A

PAYMENT SCHEDULE FOR
SECURITY SERVICES

The following is the payment schedule covered in and subject to this Agreement:

	Position	Regular Rate	Holiday Rate
A.	Unarmed Security Officer	$19.40 / Hour	$27.16 / Hour
B.	Unarmed Security Officer – PC832 Qualified	$21.80 / Hour	$30.52 / Hour
C.	Armed Security Officer	$21.90 / Hour	$30.66 / Hour
D.	Armed Security Officer – PC832 Qualified	$24.40 / Hour	$34.16 / Hour
E.	Post Commander	$24.50 / Hour	$34.30 / Hour
F.	Professional Security Officer	$27.20 / Hour	$38.08 / Hour
G.	Unarmed Bicycle Security Officer	$20.90 / Hour	$29.26 / Hour
H.	Armed Bicycle Security Officer	$23.45 / Hour	$32.83 / Hour

All Holidays outlined in section 20.0.15 in this Agreement shall be billed at the above specified rates based on the corresponding position.

Contract payment terms are net 30 days after receipt of monthly invoice including supporting data and after approval by the City of work performed.

ATTACHMENT B
PERFORMANCE REQUIREMENTS SUMMARY

TASKS	PERFORMANCE INDICATOR	STANDARD	METHOD OF MONITORING
QUALIFICATIONS:			
Provide First Aid, as needed	Current First Aid Certificate; aid provided when required	100% security personnel at all times	100% inspection, management reports, validated complaints, sampling
Use of Firearms, as needed	Current firearms qualification card - Armed Guards & Professional Security Officers only	100% security personnel at all times	100% inspection, management reports, sampling
Use of Baton	Current Side Handle/Expandable Baton Certificate	100% security personnel at all times	100% inspection, management reports, sampling
Keep Qualifications Current: Guard Registration; CPR Certificate; class "C" CDL or CA I.D. Social Security	Current Certification	100 % Security Personnel at all times	100% inspection, management reports, sampling
AREA CONTROL:			
Provide Information	Accessibility and visibility by public. Informed public	Questions are answered all shifts	100% inspection, validated complaints, sampling
Escort Services	Escort provided within 15 minutes of request	100% as needed	100% inspection, validated complaints, sampling
Secure Safes	Safes Locked	100% daily	100% inspection, validated complaints, sampling
Area Control	Procedures followed facility secured	100% daily at all times	100% inspection, validated complaints, sampling
Operate Lost and Found Log and Store Articles	Security being performed	100% all shifts	100% inspection, validated complaints, sampling
SCHEDULES:			
Report to work on time - Promptness	Security being performed	+5 minutes of schedule All Shifts	100% inspection, management reports, sampling
Lock facility	Facility Locked	100% daily, as required	100% inspection, validated complaints, sampling
Unlocked facility	Facility Locked	100% as required	100% inspection, validated complaints, sampling
Raise Flags	Flags properly attached	0800 hours / 8:00 a.m.	100% inspection, validated complaints, sampling
Lower Flags	Flags removed properly	1700 hours / 5:00 p.m.	100% inspection, validated complaints, sampling
Held over until relieved	Procedures followed; Post Staffed at all times	100% all shifts	100% inspection, management reports, validated complaints, sampling

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY

TASKS	PERFORMANCE INDICATOR	STANDARD	METHOD OF MONITORING
COMMUNICATIONS:			
Proper care and operation of two-way radio	Completion of training in radio communications; Equipment maintained properly	100% proper operation at all times	100% inspection, management reports, validated complaints, sampling
PATROL:			
Facility patrol	Low incident: One patrol of each facility per shift hours.	100% daily	100% inspection, validated complaints, sampling
Monitor electronic surveillance equipment	Equipment activated	100 % daily; all shifts	100% inspection, validated complaints, sampling
Respond to alarms	Alarms answered within 1 minute	100% daily; all shifts	100% inspection, validated complaints, sampling
DOCUMENTATION:			
Maintain facility log	Log Complete	100% daily	100% inspection, management reports, sampling
Daily reports	Reports files daily	100% daily	100% inspection, sampling
Incident reports and arrest reports	Major incidents filed within 30 minutes; all others by end of shift	100% as required	100% inspection, validated complaints, sampling
Non-employee injury report	Within 12 hours of occurrence; filed as needed	100% as required	100% inspection, validated complaints, sampling
Special reports, e.g. Gas logs	Maintain files and file daily gas logs for vehicles used	100% as required	100% inspection, validated complaints, sampling
PROCEDURES:			
Working Knowledge of facility and security book	Facility security function complete	100% daily, all shifts	100% inspection, management reports, validated complaints, sampling
Assist other Officers and Law enforcement	Officers assisted as needed	100% all shifts; all times	100% inspection, management reports, validated complaints,
Report and/or correct hazardous conditions	Reports filed; condition corrected	100% daily; all shifts	100% inspection, management reports, validated complaints.
Maintain facility in order to prevent hostile acts; protect personnel/property	Facility safe and secure	100% daily; all shifts	100% inspection, validated complaints, sampling
Respond, investigate and report emergencies and accidents	Investigations completed and documented	100% all shifts	100% inspection, management reports, validated complaints, sampling

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY

TASKS	PERFORMANCE INDICATOR	STANDARD	METHOD OF MONITORING
PROCEDURES:			
Maintain knowledge of fire protection measures	Completion of training; hazards reported or removed. No fire hazards	100%all times	100% inspection, management reports, validated complaints, sampling
Provide for medical assistance, as needed	Completion of training; procedures followed. Aid provided when required	100%all times	100% inspection, sampling
Knowledge of emergency procedures	Completion of training; ongoing knowledge of emergency procedures	100% all times	100% inspection, management reports, sampling
Appearance - personnel clean	Standards met	100 % all times	100% inspection, validated complaints, sampling
Appearance - Uniform	Uniform, leather and equipment clean and in good working order	100% all shifts	100% inspection, validated complaints, sampling
Good Job Attitude - Courtesy	Meets Security standards	100% all shifts	100% inspection, validated complaints, sampling
SUPER VISORS:			
Assures proper assignment coverage	Assignment covered	100% all times	100% inspection, management reports, sampling
Appearance - Personal and uniform	Clean appearance. Uniform and equipment in good working order	100% all times	100% inspection, validated complaints, sampling
Make site inspection	Facility inspection each and every shift	100% all shifts	100% inspection, validated complaints, sampling
Updated post procedures	Facility post orders updated within 3 days	100% as required	100% inspection, review management reports, sampling
Instructs and trains guards on assignments	Guards completely trained in assignment coverage	100% as required	100% inspection, management reports, validated complaints, sampling
Responds to incidents - provides back -up	Provides assistance as required	100% as required	100% inspection, management reports, validated complaints, sampling
Has working knowledge of radio procedures	Capable of working with and training in radio procedures	100% all times	100% inspection, management reports, validated complaints, sampling
Provide adequate supervision and training	Meets Security standards	100% all times	Management reports, validated complaints, sampling

ATTACHMENT B
PERFORMANCE REQUIREMENTS SUMMARY

TASKS	PERFORMANCE INDICATOR	STANDARD	METHOD OF MONITORING
SUPERVISORS:			
Drives vehicle	Drives when required	100% as required	100% inspection, management reports, sampling
Conducts investigations	Completed investigation	100% all times	100% inspection, management reports.
Write Reports	File on time, as required	100% all times	100% inspection, management reports, validated complaint.
Reviews subordinates, reports	Completes on time, as required	100 % all times	100% inspection, management reports, validated complaint.
Maintains quality control program	Security Standards met	100 % all times	Review management reports, validated sampling.
Reports to City contract administrator	Reports received on time, as required	100% as required	100% inspection, validated complaints.
Responds to contract discrepancy reports	Adequate response to discrepancies	100% all times	100% inspection, management reports
Ensures sufficient approved contract personnel selected appropriately	Full facility coverage with prior CCA and/or Chief of Security Services approval	100% all times	100% inspection, management reports
No storage of weapon, baton, ammunition or Sam Browne belt at City site	No weapons stored at City site	100% Security Contractor personnel at all times	100% inspection, validated complaints, sampling
Unwarranted removal of weapon, baton, Sam Browne belt or ammunition by Officer on duty	No uniform violations. Officer not equipped with extra items or unnecessarily displaying equipment	100% Security Contractor personnel at all times	100% inspection, validated complaints, sampling
Firearms are not to be cleaned at City site	No weapons cleaned at city sites	100% Security Contractor personnel at all times	100% inspection, validated complaints, sampling
No use of unauthorized weapons, holsters and ammunition	Use of unauthorized weapons, holster and ammunition. Weapon not authorized on site	100% Security Contractor personnel at all times	100% inspection, sampling
Report of loss, theft or misuse of any weapon, baton, Sam Browne belt or ammunition to Security Services within one hour of discovering that equipment is missing	Thefts, loss or misuse reported	100% Security Contractor personnel at all times	100% inspection, sampling

ATTACHMENT C

STANDARD PROVISIONS FOR CITY CONTRACTS

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ATTACHMENT C

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the CITY or CONTRACTOR. The word "CONTRACTOR" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the CITY'S option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR hereto;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.

3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY'S lobbying policies, then the CITY may immediately terminate this Contract.

4. In the event the CITY terminates this Contract as provided in this section, the CITY may procure, upon such terms and in such manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited, any excess costs for such services.

5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become CITY property upon date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.

7. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the CITY, CONTRACTOR shall use its own employees to perform the services described in this Contract. The CITY shall have the right to review and approve any personnel who are assigned to work under this Contract. CONTRACTOR agrees to remove personnel from performing work under this Contract if requested to do so by the CITY. CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by CONTRACTOR hereunder), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to $10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used

by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such

obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

PSC-24. INSURANCE

During the term of this Contract and without limiting CONTRACTOR'S indemnification of the CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by CONTRACTOR, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to CITY requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the CITY any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Contract, CONTRACTOR shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject CONTRACTOR to

the imposition of any and all sanctions allowed by law, including but not limited to termination of CONTRACTOR'S contract with the CITY.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this Contract, CONTRACTOR agrees and represents that it will provide equal employment practices and CONTRACTOR and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain

compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request CONTRACTOR shall provide evidence that he or she has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

H. Intentionally blank.

I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodations for persons with disabilities.

L. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S Contract with the CITY.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of a CITY contract, CONTRACTOR certifies and represents that CONTRACTOR and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. CONTRACTOR shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that CONTRACTOR has not discriminated in the performance of CITY contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

D. CONTRACTOR shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to CONTRACTOR.

F. Upon a finding duly made that CONTRACTOR has breached the Affirmative Action Program provisions of a CITY contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said CONTRACTOR is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such CONTRACTOR shall be disqualified from being awarded a contract with the CITY for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY contract, there may be deducted from the amount payable to CONTRACTOR by the CITY under the contract, a penalty of

ten dollars ($10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.

H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.

I. Intentionally blank.

J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. CONTRACTOR shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, CONTRACTOR may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, CONTRACTOR must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of $5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

2. CONTRACTOR may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative

Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and CONTRACTOR.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the

contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, CONTRACTOR will fully comply with all applicable State and Federal employment reporting requirements for CONTRACTOR'S employees. CONTRACTOR shall also certify (I) that the Principal Owner(s) of CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that CONTRACTOR will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by CONTRACTOR under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to CONTRACTOR by the CITY.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 71 1 O(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:

1. CONTRACTOR assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.

2. CONTRACTOR further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. CONTRACTOR shall deliver the executed pledges from each such subcontractor to the CITY within ninety (90) days of the execution of the subcontract. CONTRACTOR'S delivery of executed pledges from each such subcontractor shall fully discharge the obligation of CONTRACTOR with respect to such pledges and fully discharge the obligation of CONTRACTOR to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.

3. CONTRACTOR, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the CITY with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR shall post the Notice of Prohibition Against Retaliation provided by the CITY.

4. Any subcontract entered into by CONTRACTOR relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the CITY'S Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the CITY shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the CITY determines that the subject CONTRACTOR has violated provisions of either the LWO or the SCWRO, or both.

C. Where under the LWO Section 10.37.6(d), the CITY'S Designated Administrative Agency has determined (a) that CONTRACTOR is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the CITY in such circumstances may impound monies otherwise due CONTRACTOR in accordance with the following procedures. Impoundment shall mean that from monies due CONTRACTOR, CITY may deduct the amount determined to be due and owing by CONTRACTOR to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether CONTRACTOR is to continue work following an impoundment shall remain in the sole discretion of the CITY. CONTRACTOR may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

D. CONTRACTOR shall inform employees making less than Twelve Dollars ($12.00) per hour of their possible right to the federal Earned Income Credit (EIC). CONTRACTOR shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from CONTRACTOR.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., and its implementing regulations. CONTRACTOR will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. CONTRACTOR will not discriminate against persons with disabilities nor against persons due to their

relationship to or association with a person with a disability. Any subcontract entered into by CONTRACTOR, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, as amended from time to time, which requires CONTRACTOR to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S fitness and ability to continue performing this Contract. In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, CONTRACTOR pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. CONTRACTOR further agrees to: (1) notify the CITY within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that CONTRACTOR is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the CITY within thirty calendar days of all findings by a government agency or court of competent jurisdiction that CONTRACTOR has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the CITY; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the CITY within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN. AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. CONTRACTOR certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than $100,000, if applicable. CONTRACTOR shall not change any of these designated subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal

Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of the Contract, CONTRACTOR certifies and represents that CONTRACTOR will comply with the EBO.

B. The failure of CONTRACTOR to comply with the EBO will be deemed to be a material breach of this Contract by the CITY.

C. If CONTRACTOR fails to comply with the EBO the CITY may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the CITY. The CITY may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

E. If the CITY'S Designated Administrative Agency determines that a CONTRACTOR has set up or used its contracting entity for the purpose of evading the intent of the EBO, the CITY may terminate the Contract. Violation of this provision may be used as evidence against CONTRACTOR in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. CONTRACTOR certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacitv.orq/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice [ten (10) days for non-payment of premium] directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or,

at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a Service of Suit clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

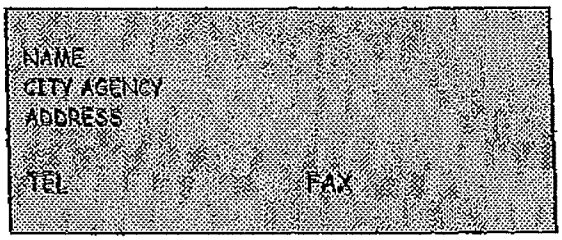
8. Aggregate Limits/impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

EXHIBIT 1
INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

PERSON TO CONTACT Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:



1. **Project ID** All submissions must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and dollar amounts** specified on the attached Insurance Requirements Sheet (Form Gen. 146).

2. **When to submit** - normally, no work or occupancy may begin until a CITY insurance approval number has been obtained, so documents should be submitted as early as practicable. For **As-needed Contracts,** insurance need not be submitted until a specific job has been awarded. Design Professionals coverage for new construction work may be submitted simultaneously with final plans and drawings but before construction commences.

3. **Availability of Insurance** - coverages and limits are subject to availability on the open market at reasonable cost as determined by the CITY. For requirements to be relaxed or waived, your broker or agent must document non-availability or non-affordability in a letter to the CITY. It must show a good faith effort to place the required insurance, must list the names of the insurance carriers contacted and show the declinations or cost indications received from each.

4. **Alternative Programs/Self-Insurance** - Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed their financial statements.

ADMINISTRATIVE REQUIREMENTS

5. **California Licensee** - All insurance must be provided by an insurer admitted to do business in California *or written through a* California-licensed surplus lines broker. *Non-admitted coverage must contain a* ***Service of Suit*** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

6. **Aggregate Limits/Impairment** - If any of the required insurance coverages contain annual aggregate limits, you must give the CITY written notice of any pending claim or lawsuit which may diminish the aggregate within thirty (30) days of knowledge of same. You must take steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days

knowledge of same The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect CITY'S protection are allowed without CITY'S prior written consent.

7. **Signature** - All submissions must bear the manual autograph in ink of a person with authority to bind coverage. Signatures which are rubber stamped, mechanically reproduced, initialed by others or photocopied are not acceptable.

POLICY CONDITIONS

8. **Additional Insured/Loss Payee** - The CITY must be included as an additional insured in applicable liability policies to cover the CITY'S vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the CITY. The CITY is to be named a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

9. **Notice of Cancellation** - You agree contractually to maintain all required insurance in full force for the duration of your business with the CITY. By ordinance, all required insurance must provide at least 30 days' prior notice directly to the CITY by receipted delivery (certified mail, courier or in-person delivery) if your *insurance company* elects to cancel or reduce coverage prior to the policy expiration date. This also applies when the **scope of coverage** which affects the CITY'S interest is to be reduced or when the **dollar limits** of coverage are to be reduced for any reason except impairment of an aggregate limit due to prior claims. Submissions not meeting this requirement will be rejected.

10. **Primary Coverage** - The coverage must be primary with respect to any insurance or self insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

11. **Separation of Insureds** - (Severability of Interest) In construction contracts, the CITY must be able to retain its rights as a potential claimant as well as to be protected as an additional insured for vicarious liability to third party claimants except with respect to the insurance company's limits of liability.

PROCEDURES

12. **Acceptable Evidence and Approval** - CITY Special Endorsement forms completed by your insurance company or its designee are the preferred form of evidence of insurance. (Note: The CITY forms are acceptable to the California Department of Insurance from *any* insurance carrier. They need not be re-filed by individual insurance companies.) Altered forms may not be accepted but the "Other Provisions" box on the CITY forms, may be used, as necessary, to provide pertinent information such as important exclusions, specific provisions or scheduled locations/equipment. Additional pages may be attached for this purpose, as well. If they are, make note of it in this box. An acceptable alternative to the Special Endorsement form is a **certified copy of full insurance policy** which contains a 30-day cancellation notice provision and additional-insured or loss-payee status, when appropriate, for the CITY. **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days. However, non-binding documents such as broker letters and **Certificates of Insurance are not acceptable as stand-alone evidence of coverage.** Certificates

are acceptable for the following purposes: 1) supplemental information to accompany endorsements; renewals or extensions of coverage already on file with the CITY; 2) for the naming of third-party, additional insureds; 3) as an indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability, 4) as proof of coverage beyond CITY requirements or which does not directly relate to the CITY'S interests.

13. **Renewal** - When an existing policy is timely renewed, submit a renewal endorsement or a manually-signed Certificate of Insurance. However, if your policy number changes or you use a different underwriting company (insurer) you must submit new evidence which meets the policy conditions listed in Sections 8 through 11 of this information sheet.

COVERAGE INFORMATION

14. **Dollar Limits** of required insurance are sometimes set by statute or ordinance. When there is no specific amount required by law, limits are based on the amount of risk to the CITY from the contractor, vendor or permittee's activities.

15. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third party claims which may arise out of your work or your presence on CITY premises. **Contractual liability** coverage is a required inclusion in this insurance (see separate information sheet on the CITY'S SPARTA program as an, optional source of low-cost insurance which meets all requirements).

16. **Automobile Liability** insurance is required only where vehicles are used in performing the work of your Contract or where they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

17. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

18. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc.

19. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. Fire Legal Liability is required for persons occupying a portion of CITY premises.

20. **Surety Coverage** may be required to guarantee performance of work. A **Fidelity bond** may be required to handle CITY funds, high value property and under certain other conditions. Specialty coverages may be needed for certain operations.

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: _____ Date: 08/12/2009

Agreement/Reference: C-115978

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** _____ **$5,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct _____

☐ Fire Legal Liability _____

☐ _____

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period 12 Months After Completion of Work or Date of Termination

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood _____ ☐ Builder's Risk

☑ Earthquake _____ ☐ _____

___ **Pollution Liability** _____

☐ _____

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance** _____

Other: General Notes:

1)If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: http://lacity.org/cao/risk/InsuranceForms.htm

2)In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California

WORKERS' COMPENSATION CERTIFICATE
FOR THE CITY OF LOS ANGELES

2. Issue Date (mm/dd/yy): 6/30/09

3. **Producer**
Eichberg Associates, Inc.
16255 Ventura Blvd., Suite 350
Encino, CA 91436
Telephone (818) 380-1700

5. **Policy Information**
Carrier: Arch Insurance Co.
Policy No.: ZAW CI 9145200
Policy Period: 1/23/2009 to 2/1/2010

4. **Named Insured**
Andrews International, Inc.
27959 Smyth Dr.
Valencia, CA 91355

6. **Applicability** This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:
City Agreement/Permit No.:

7. Type of Insurance

Workers' Compensation

8. Coverages	Liability Limits in Thousands $
Workers' Compensation and Employer's Liability	$ Statutory 1,000 (Each Accident) 1,000 (Disease-Policy Limit) 1,000 (Disease-Each Employee)

9. Includes (check as applicable):
☒ Waiver of Subrogation against the City.
☐ Longshore and Harbor Workers.
☐ _____

10. **Other Provisions:** (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)
Security Guard Services

11. **Claims:** Underwriter's representative for claims pursuant to this insurance.
Eichberg Associates, Inc.
16255 Ventura Blvd., Suite 350
Encino, CA 91436

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter is applied thereto, it is agreed as follows:

12. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.**

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.

Certificate Holder

13. **City Department/Bureau**
City of Los Angeles
Dept. of General Services
Office of Public Safety
201 N. Los Angeles St., Suite 2
Mail Stop 510
Los Angeles, CA 90012

14. **Authorized Representative** ☒ Broker/Agent ☐ Underwriter ☐ _____

I Peter W. Eichberg (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature _____
(Authorized Representative)

Telephone: (818) 380-1700 Date Signed 6/30/09

AUTOMOBILE LIABILITY CERTIFICATE
FOR THE CITY OF LOS ANGELES

Form Gen. 146 (Rev. 7-2009)

2. Issue Date (mm/dd/yy): 6/30/09

3. **Producer**
Willis Insurance Services of CA, Inc.
801 S. Figueroa St., #700
Los Angeles, CA 90017

Telephone (213) 607-6300

4. **Named Insured**
Andrews International, Inc.
27959 Smyth Drive
Valencia, CA 91355

5. **Policy Information**
Carrier: Greenwich Insurance Company (XL)
Policy No.: RAD50000183
Policy Period: 03/17/2009-2010
☐ Check here if policy is continuous until cancelled

6. ☒ Deductible ☐ Self-Insured Retention (check which) of $ 2,500 applies to liability coverage.

7. **Applicability** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here ☐ in which case only the following specific agreements and permits with the City of Los Angeles are covered:
City Agreements/Permits

8. Type of Insurance

Automobile Liability

9. Coverage	10. Liability Limits in Thousands $	
☒ Any Auto	Bodily Injury (per person)	$
☐ All Owned Autos (Priv. Pass.)		
☐ All Owned Autos (Other than Priv. Pass.)	Bodily Injury (per accident)	$
☐ Hired Autos		
☐ Non-Owned Autos	Property Damage	$
☐ Garage Liability		
☐	BI & PD Combined	$ 1,000
☐		

11. **Other Provisions:** (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

12. **Claims:** Underwriter's representative for claims pursuant to this insurance.
800-823-7351

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter is applied thereto, it is agreed as follows:

13. **Additional Interest.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the ownership, maintenance or use of the insured vehicles being operated by or on behalf of the Named Insured.

14. **Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

15. **Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

16. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012**

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate applies.

Certificate Holder

17. **City Department/Bureau**
City of Los Angeles
Department of General Services
Office of Public Safety
201 N. Los Angeles Street, Suite 2
Mail Stop 510
Los Angeles, CA 90012

18. **Authorized Representative** ☒ Broker/Agent ☐ Underwriter ☐ _____

I Delanne Walker (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature Dela Walk
(Authorized Representative)

Telephone: 213607-6336 Date Signed 6/30/09

GENERAL LIABILITY CERTIFICATE OF INSURANCE

CONTRACTOR CHECK LIST

2. Issue Date (mm/dd/yy): 6/30/09

3. Producer
Willis Insurance Services of CA, Inc.
301 S. Figueroa Street, Suite 700
Los Angeles CA 90017

Telephone: (213) 607-6300

5. Policy Information
Carrier: Lexington Insurance Company
Policy No.: 41-LX-006262320-1/002
Policy Period: 9/21/08 to 9/21/09
Coverage Trigger (Check one): [X] Occurrence [ ] Claims Made
Check [ ] if Loss Adjustment Expense is included in Limits

4. Named Insured
Andrews International, Inc.
27959 Smyth Drive
Valencia, CA 91355

6. [X] Deductible [ ] Self-Insured Retention (check which) of $ 25,000
with a stop loss cap of $ _____ applies to _____
coverage. [ ] Per occurrence [ ] Per Claim

7. **Applicability** This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here [ ] in which case only the following specific agreements and permits with the City of Los Angeles are covered:
City Agreement/Permit No.:

General Liability (Check one)
[X] Commercial General Liability
[ ] Comprehensive Form (1973 Occurrence) (Retroactive Date)

		Liability Limits in Thousands $	
		Each Occurrence	Aggregate
[X]	Premises/Operations	1,000	3,000
[ ]	Underground & Collapse Hazard		
[X]	Products/Completed Operations	1,000	3,000
[ ]	Contractual		
[X]	Independent	1,000	3,000
[ ]			

10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc.)

11. Claims: Underwriter's representative for claims pursuant to this insurance.
800.645.5820

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter applied thereto, it is agreed as follows:

12. **Additional Insured.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.

13. **Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

14. **Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

15. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.

16. City Department/Bureau
City of Los Angeles
Department of General Services
Office of Public Safety
201 N. Los Angeles Street, Suite 2
Mail Stop 510
Los Angeles, CA 90012

17. Authorized Representative [X] Broker/Agent [ ] Underwriter [ ] _____

I Delanne Walker (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature _____
(Authorized Representative)

Telephone: (213) 607-6300 Date Signed 6/30/09

EXCESS/UMBRELLA LIABILITY CERTIFICATE

FOR THE CITY OF LOS ANGELES

Form 15.16.02-2001

2. Issue Date (mm/dd/yy): 7/2/09

3. Producer

Willis Insurance Services of CA, Inc.
801 S. Figueroa St., #700
Los Angeles, CA 90017

Telephone (213) 607-6300

4. Named Insured

Andrews International, Inc.
27959 Smyth Drive
Valencia, CA 91355

5. Policy Information

Carrier: Lexington Insurance Company

Policy No.: 41UD03991381

Policy Period: 09/21/2008 - 09/21/2009

Coverage Trigger (Check one): [X] Occurrence [ ] Claims Made

Check [ ] if Loss Adjustment Expense is included in Limits

6. [ ] Deductible [X] Self-Insured Retention (check which) of $ 10,000

with a stop loss cap of $ _____ applies to _____

coverage. [X] Per Occurrence [ ] Per Claim

7. Applicability This insurance pertains to the operations and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Los Angeles unless checked here [ ] in which case only the following specific agreements and permits with the City of Los Angeles are covered:

City Agreement/Permit No.:

8. Type of Insurance

Excess Liability (Check one)	Liability Limits in Thousands $	
	Amount	Excess Of
(X) Following Form	12,000	1,000
( ) Umbrella Liability		
( ) Other		

10. Other Provisions: (Description of operations, premises, vehicles, pertinent exclusions, names of other insureds, etc)

9. Applicable Underlying Coverages:

Insurance Company	Policy No.	Limits
Lexington Insurance Company	41LX0062623201/002	1,000,000
Greenwich Insurance Company (XL)	RAD50000183	1,000,000

11. Claims: Underwriter's representative for claims pursuant to this insurance.
866-645-5820

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this certificate applies or any certificate now or hereafter is applied thereto, it is agreed as follows:

12. **Additional Insured.** The City of Los Angeles and its officers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the Named Insured.

13. **Contribution Not Required.** The insurance program of the City of Los Angeles shall be excess of this insurance and shall not contribute with it.

14. **Separation of Insureds.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the Company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

15. **Cancellation Notice.** If the Company elects to cancel this insurance before the stated expiration date, or declines to renew in case of a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company will, with respect to the City's interests, provide the City at least thirty (30) days prior written notice of such election. Ten (10) days written notice for non-payment of premium is acceptable. Notice will be addressed as follows: **City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012.**

Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this certificate is applied.

Certificate Holder

16. City Department/Bureau

City of Los Angeles
Department of General Services
Office of Public Safety
201 N. Los Angeles Street, Suite 2
Mail Stop 510
Los Angeles, CA 90012

17. Authorized Representative [X] Broker/Agent [ ] Underwriter [ ] _____

I Delanne Walker (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this certificate.

Signature _____
(Authorized Representative)

Telephone: (213) 607-6300 Date Signed 7/2/2009

ATTACHMENT D

CONFIDENTIALITY AGREEMENT

I understand that my employer, RMI INTERNATIONAL, INC., has entered into a Contract with the City of Los Angeles (hereinafter referred to as the "City") to provide various security services to the City of Los Angeles.

I understand that RMI INTERNATIONAL, INC. has assigned me to provide temporary security services to the City and that as part of that assignment I will have access to confidential information. "Confidential Information" includes all data, audio-tapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by RMI INTERNATIONAL, INC. or the City.

I further understand that all information, records, software programs, documents, and data provided by the City to me, or accessed or reviewed by me, during the performance of this assignment will remain the property of the City. Any and all information, records, documents, and data provided by the City to me, or accessed or reviewed by me during performance of this assignment, are confidential.

I agree not to provide information, records, software programs, documents, and data, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. I further agree not to make copies of any Confidential Information unless a formal City request is made through my employer.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I hereby agree that I will not divulge to any unauthorized person, information obtained while performing work pursuant to the Contract between RMI INTERNATIONAL, INC. and the City.

I will be responsible for protecting the confidentiality and maintaining the security of City materials, notes, records, documents, data and any other information in my possession. I am responsible for maintaining all recordings, either paper notes or electronic files, recorded by me indefinitely until they are turned over to my employer for storage and/or for future requests.

This agreement is to apply in conjunction with any prior confidentiality agreement between myself and RMI INTERNATIONAL, Incorporated and will not nullify such agreements, however, this agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms of this agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City and/or the City Attorney's Office will seek all possible legal redress.

_____ _____

Contractor Representative's Signature Employee's Signature

XI-1. COVER LETTER

ANDREWS
INTERNATIONAL

February 2, 2009

City of Los Angeles
Department of General Services
Office of Public Safety
201 N. Los Angeles Street, Suite 2
Mail Stop 510
Los Angeles, CA 90012
Attention: Contract Administrator

Subject: Proposal Responding to Security Services RFP

Dear City of Los Angeles Evaluation Committee:

On behalf of Andrews International (AI), thank you for your consideration of our firm as your potential provider of armed and unarmed security services for the City of Los Angeles (City). Andrews International is pleased to present the enclosed proposal to provide the requested security services and patrol for City facilities. We have reviewed the RFP and contract documents and specifications in detail and understand the scope of services required to successfully manage this contract.

Our response is designed to directly address the requirements listed in the Request for Proposal, following the layout and format specified by the City. Enclosed, you will find information addressing our staffing and management processes; employee recruiting, screening, and training; employee benefits and incentives; cost and accounting system; performance management and quality assurance; and experience providing services of similar scope. Our proposal will emphasize the many unique and distinct advantages that qualify us as the premier choice for your security program partnership.

Andrews International's approach to accomplishing the requirements of the RFP focuses on forging the strongest possible chain of security and protection by establishing and maintaining a partnership with City of Los Angeles that provides broad-spectrum solutions. We are committed to a strategy that effectively integrates our people, technology, training and processes into a sustainable solution. Each element of our service approach will be based on an understanding of the City's enterprise and its comprehensive requirements, with a holistic approach to the security function.

Andrews International, Inc. is a privately-owned Los Angeles-based corporation. The company has been providing specialized security services to a variety of clients in the Los Angeles area, and throughout the United States, since 1988.

Corporate Office
27959 Smyth Drive
Valencia, CA. 91355
Tel: 661.775.8400
Fax: 661.775.8794

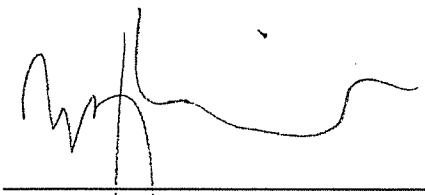
Operations Headquarters, Human Resources,
Training Center and Client Support Center (CSC)
455 N. Moss Street
Burbank, CA 91502
Tel: 818.487.4060
Fax: 818.487.4061

We hope that our proposal addresses all of your concerns, but please feel free to contact me if you have any additional questions. We look forward to putting our security expertise to work for you.

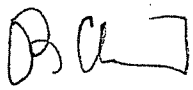
ANDREWS
INTERNATIONAL

SIGNATURES AND DECLARATIONS

The following officers are authorized to bind the firm and make representations on behalf of the company and all provisions of the RFP, any subsequent changes, and to the contract if an award is made.



Ty Richmond
Chief Operating Officer
27959 Smyth Drive
Valencia, CA. 91355
Tel: 661.775.8400
Fax: 661.775.8794



Randy Andrews
Chief Executive Officer
27959 Smyth Drive
Valencia, CA. 91355
Tel: 661.775.8400
Fax: 661.775.8794

This proposal is genuine, and not a sham or collusive, nor made in the interest or behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

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XI-2. COST BREAKDOWN

Andrews International will comply with the Living Wage Ordinance for this contract. Andrews International's proposed pricing is congruent with the professional level of service offered by Andrews International and is no more or less than what is required to retain quality employees and maintain a quality service offering. Security officers receive an hourly wage commensurate with wage and labor statistics for the security industry in the market area. We provide a fair and competitive wage, above the industry average in most areas. Our proposed pricing is inclusive of necessary management, supervision, training, equipment, supplies, and uniforms required to provide professional security services to the City. The pricing schedule for Security Guard services, Attachment 3 of the RFP, follows.

Holidays and Overtime

All hourly employees are compensated at one-and-one-half times their basic hourly rate for working holidays mutually agreed upon by the City and Andrews International and for all hours worked over the base of 40 hours per week.

Invoicing

Our web-based system, "Valiant" is used to capture scheduling/time keeping for payroll and billing. Driven by the work schedule, the Valiant system has the ability to keep a working database of employee names, numbers and posts that employees are qualified to work, as well as to ensure accuracy of security officer payroll checks and client billing. The system is designed for different aspects of our operations to feed off of each other. Our scheduling, payroll and billing systems are all interrelated and connected to each other within the system. Our system ensures that all officers are compensated appropriate to the hours they have worked. We can also assure our clients that they are billed according to the exact hours completed.

1) Security officers fill out time-sheets verifying hours worked.
2) Hours are confirmed for the payroll/billing week.
3) Payroll is generated and transferred to "Vault" where paychecks are distributed.
4) Billing is confirmed and invoices created to customer's specific request:
   - Weekly, Bi-Weekly or Monthly.
   - Billing reports are generated to report hours of service by the day, tour times, post and employee. These reports can be used as backup for the invoices.
   - Invoices can be customized to report hours of service by employee, post, location or total customer.
4) All reports and invoices are transferable electronically in PDF or Excel formats.
5) Billing can be consolidated for multiple locations for a customer.
6) Payments may be made by check or EFT.

Attachment 3

PAYMENT SCHEDULE FOR
SECURITY OFFICER SERVICES

The following is the payment schedule for security officer and post commander covered in and subject to this agreement:

	Position	Regular Rate	Holiday Rate
A.	Unarmed Security Officer	$19.40 / Hour	$27.16 / Hour
B.	Unarmed Security Officer – PC832 Qualified	$21.80 / Hour	$30.52 / Hour
C.	Armed Security Officer	$21.90 / Hour	$30.66 / Hour
D.	Armed Security Officer – PC832 Qualified	$24.40 / Hour	$34.16 / Hour
E.	Post Commander	$24.50 / Hour	$34.30 / Hour
F.	Professional Security Officer	$27.20 / Hour	$38.08 / Hour
G.	Unarmed Bicycle Security Officer	$20.90 / Hour	$29.26 / Hour
H.	Armed Bicycle Security Officer	$23.45 / Hour	$32.83 / Hour

All Holidays outlined in section 12.15 in this agreement shall be billed at the above-specified rates based on the corresponding position.

Contract payment terms are net 30 days after receipt of monthly invoice including supporting data and after approval by the City of work performed.

XI-3. QUALIFICATIONS OF THE PROPOSER

A detailed description of previous work experience in providing similar services during the past five (5) years, particularly for public agency clients.

1. Relevant public-agency experience of the Security Guards who will be performing the work.
2. Number of Security Guards performing the work.
3. Length of tenure of the Security Guards performing the work.
4. A list of references, including all public agency clients, within the past ten (10) years that provides:

- Client's name and address;
- Contact person;
- Title of contact person;
- Telephone number;
- Dates services provided;
- Brief description of work completed for the client;
- A statement of express permission for the City to contact any identified previous customer and request information on the performance of the proposer.

a. Demonstrated competence in the security services to be provided.

Andrews International has been providing bench-mark security services to public and private entities for two decades. Our team of executive leadership has a diverse background in business, public and government law enforcement, and corporate security. We have extensive experience providing security services in public environments and have been very successful with our security approach. Among AI's public agency clients are the State of Nevada, the City of Burbank and the California Lottery. We also provide security to agencies that, while not government, provide public services, such as Hollywood Business Improvement District, Southern California Edison (SCE) and California Independent Systems Operator (CAISO).

While most of our clients are private entities, they provide extensive exposure to the public due to the nature of their enterprise. Entertainment industry and mall/retail vertical market clients are among Andrews International's largest and most tenured clients since our inception in 1988. A majority of our contracts involve the mix of common area, public access and/or publicly owned areas. All of the accounts involve public contact and AI has established a successful hospitality/ambassador program to meet the customer service needs of those exposures.

AI also has extensive experience working with local police forces. In fact, the firm was founded and is managed on the executive level by former LAPD and NYPD department members. AI has successfully provided security services for several clients utilizing our hybrid approach of placing armed off-duty or retired police officers working beside existing uniformed civilian officers. We understand the value and significance of establishing a strong working relationship with the community in order to not only support our clients, but become part of overall security solutions affecting the community.

b. The nature and relevance of past performance, similar work currently being performed or recently completed.

The following references will attest to our success meeting their program goals and may be contacted by the City of Los Angeles.



The following information is trade secret and provided solely for the purposes of demonstrating AI's experience. The following references may be contacted in connection with this RFP, but the information is not to be shared outside of relevant use as a service reference for this procurement process.

Company Name	State of Nevada
Contact Name	Lyn C. Callison
Title/Position of Contact	Purchasing Officer
Address	515 E. Musser Street, Suite 300 Carson City Nevada 89701
Telephone Number	775.684.0198
Contract Start	09/01/08
Scope	Provide armed (40%) and unarmed (60%) security officers to protect property and employees at several agencies (i.e. Department of Motor Vehicles, Welfare, Adult Mental Health) through a piggyback contract throughout the State of Nevada. Hours per week are 2520, with 1780 in Southern Nevada and 740 in Northern Nevada. The contract is serviced by approximately 80 officers with tenure of approximately three (3) years. 95 percent of the officers were retained from the incumbent staff and the tenure of those officers since our implementation is approximately 90 percent.
Annual Revenue	$3.5M

Company Name	City of Burbank
Contact Name	Patrick Lynch
Title/Position of Contact	Captain, Burbank Police Department
Address	200 N. 3rd Street, Burbank, California 91502
Telephone Number	818-238-3213
Contract Start	10/07
Scope	Provide magnetometer and audience screening for City Council meetings open to the public.
Annual Revenue	$28,600

Company Name	California Lottery
Contact Name	Pat Walsh
Title/Position of Contact	Contract Administrator
Address	600 North 10th street, Sacramento, CA 95811
Telephone Number	916.324.8310
Contract Start	12/2006
Scope	AI provides unarmed security officer services. Staffing consists of approximately 50 employees with average employee tenure of 7 years. AI provides security for the corporate office in Sacramento and warehouses in Sacramento and Rancho Cucamonga. These are highly secured facilities that house lottery game cards. We handle all ingress and egress control, monitor CCTV systems and alarm systems. Control center monitors a 250 camera DVM system which provides remote monitoring of 10 district offices, Big Spin filming facility and game card manufacturing in Austin, Texas. We also manage a game card theft hot line.
Annual Revenue	$1.4M

Company Name	MTA Metro-North Railroad
Contact Name	Sean Ryan
Title/Position of Contact	Assistance Chief Security Officer
Telephone Number	212.340.3489, 212.340.3428
Contract Start	6/2006
Scope of Work Summary	Provide ingress and egress access control for 12 rail yard access points. Maintain a safe and secure environment for all person's who enter upon or exit the facilities and protect them from harm, theft or other unlawful activity and/or deter, observe, detect, report or respond to unlawful or unauthorized activities, as required at the specified location. 36 staff members with average of 1428 hours per week at 13 locations.
Annual Revenue	$1.4M

Company Name	Hollywood Property Owners Alliance/ Hollywood BID
Contact Name	Kerry Morrison
Title/Position of Contact	Executive Director
Telephone Number	323.463.6767
Contract Start	January 2007

Scope of Work Summary	Provide 784 hours per week of armed, California P.O.S.T. certified retired peace officers to enforce laws pertinent to quality of life issues for the Business Improvement Districts. Interact with public entities, including the Los Angeles Police Dept., Los Angeles City Attorney's Office, Public Works Dept., Los Angeles Fire Dept., Health and Mental Illness facilities and other social agencies to facilitate and improve the working relationship of property owners with the Business Improvement Districts.
Annual Revenues	$2.3M

Company Name	Southern California Edison (SCE)
Contact Name	Frank Alvarez
Title/Position of Contact	Security Manager
Address	8631 Rush Street, Room 101, Rosemead, California 91770
Telephone Number	626.302.7913
Fax Number	626.302.7881
Contract Start	9/11/2006
Scope	Contract security coverage of SCE's Corporate Headquarters located in Rosemead, California. With a staff of 55 officers, Andrews International maintain and operate bike patrols, vehicle patrols, all lobby entrances and operate two 24x7 dispatch and monitoring stations for SCE's local and remote stations throughout Southern California.

Company Name	California ISO (Independent System Operator)
Contact Name	Robert Bennyworth
Title/Position of Contact	Security Operations Manager
Address	151 Blue Ravine Road, Folsom, California
Telephone Number	916.351.2377
Email Address	rbennyworth@caiso.com
Contract Start	2003
Scope of Work	Corporate campus armed security services and emergency first response provider for 1020 hours per week in California.
Annual Revenue	$1.2M

Company Name	Hollywood Center Studios
Contact Name	Jason Nuss
Title/Position of Contact	Stage Manager
Address	1040 N. Las Palmas, Los Angeles, CA 90038
Telephone Number	323.469.5000
Contract Start	9/25/2006

Scope	The operation consists of a post commander and sixteen security officers. We are responsible for all access control for the studio. We man the front gate, back gate, pedestrian gate, lot B, lot 27, rover and parking pad. The officers monitor cameras and perform scheduled patrols on each shift. The studio has fulltime tenants as well as production companies who are renting space. The officers receive the following training: ▪ Mandatory California BSIS training for state licensing ▪ American Heart First AID/CPR/AED Training. ▪ 10 day 8 hour intensive training (studio policies and procedures). ▪ Four 8-hour security related training. ▪ Fire life safety training. (Fire extinguisher) ▪ Emergency response training. ▪ Disaster preparedness training. ▪ Incident report writing classes

Company Name	Anheuser Busch, Los Angeles Brewery
Contact Name	Chris Harden
Title/Position of Contact	EHS Manager
Address	15800 Roscoe blvd, Van Nuys Ca 91406
Telephone Number	818.908.5593
Contract Start	1996
Scope	Provide uniformed unarmed guard services approx 1600 hours weekly
Annual Revenue	$1.6M

Company Name	Rio Hondo College
Contact Name	George Lopez
Title/Position of Contact	Manager of Facilities and Operations
Address	3600 Workman Mill Road, Whittier, CA 90601
Telephone Number	562.692.0921 x. 3935
Contract Start	1/8/2007
Scope	Maintain campus security for over 20,000 students each semester on the Southeast Los Angeles County college. During the beginning of each semester, Al augments the existing 20 person staff with additional staff to assist with traffic control, van pools and operating student trams. Officers assigned to this location not only have their BSIS security credentials, but they are also DMV Class B "Passenger Endorsed" drivers. Also, we participate in the DMV's PULL Program that guarantees we ensure all drivers are compliant with the DMV requirements by 5-panel drug screening and medically cleared. The account is serviced by 25 officers with average officer tenure of 2 years.

Company Name	Sony Pictures and Entertainment, Inc.
Contact Name	Stevan Bernard

Address	10202 W. Washington Blvd., Culver City, Ca 90232
Telephone Number	310.244.6544
Email Address	stevan_bernard@spe.sony.com
Contract Start	July 1, 2005 (Client since 1987)
Hours Per Week	6,045
Scope of Work	Provide full security and management for a major motion picture studio, from film distribution to executive protection. Andrews International has developed and maintained a comprehensive, full service corporate security program including anti-piracy and special events. The studio has approximately 3000 employees that work in or around the studio environment. Sony hosts approximately 20,000 guests including talent every month. To effectively deal with day-to-day operations the security department has blossomed into four main components called SEHS. This acronym stands for the following: Security Personnel approx 225 including Management Environmental Personnel approx 10 Health Personnel approx 10 plus 1 Doctor Safety Personnel approx 10 Each of these departments has a significant role with day-to-day operations and each of the members is cross-trained to assist other departments as needed based on the current situation at hand. All departments are required to train with security on a quarterly basis; this does not include bi-weekly training drills. The **Security Operations Department** is supported by 170 personnel not including management and is responsible for physical security for the studio and it's surrounding off lot properties. The security officers are responsible for access control for the studio for employees, tenants and visitors to Sony. Each officer is responsible for patrolling studio property and responding to medical or emergency situations on or off studio property. The **Town Patrol Unit** is staffed by six armed, ex-law enforcement officers. Each officer is armed working in an off duty capacity with a license to carry a concealed weapon in the State of California. The officer on duty is required to respond to any suspicious persons, suspicious packages, suspicious vehicles, trespassing, and disturbance call. This unit is also responsible for patrolling all 27 on and off lot Sony Pictures properties and reporting and discrepancies to Command Central. This position is the primary liaison between Company and responding law enforcement agencies should an emergency situation arise.

c. Competitive advantages over other firms in the same security services industry.

Andrews International is dedicated to providing cost-effective, professional security service to quality-conscious clients, resulting in a customer retention rate that is among the highest in the industry. Andrews International believes in a holistic approach to security and providing the best value via a strategic security plan customized to the unique exposures of our clients. Our vast experience and familiarity in providing services to clients in a variety of industries enables us to not only understand, but also adjust for the different needs of our clients.

We understand pressures placed on security decision makers in this economic climate. While emphasis must be placed on cost effectiveness, a robust security program that strengthens your risk posture is essential, especially in volatile political, economic and social times. We are confident that we are the best strategic partner for the City. We offer many unique and distinct advantages that qualify us as the choice for your security program partnership:

- Flat organizational structure that gives customers and employees direct access to ownership and executive management;
- A dedicated management team with considerable experience, including experience in public sector environments;
- Broad-spectrum service offerings and value-added capabilities that take into account the enterprise objectives of your operation, including consulting and investigations, special event security, specialized training, and perpetual risk analysis;
- A project-driven approach and local support network; including a mobile processing team of specialists in human resources, recruiting, training and operations;
- Investment in industry leading workforce management technology systems and processes, allowing management to integrate personnel scheduling, accounting, and performance analysis;
- A state-of-the-art training center and range, with capabilities to develop training customized to your account;
- Investment in personnel development resources and a superior compensation package; resulting in above-average personnel retention;
- A commitment to continuous quality improvement.

d. Strengths and stability as a business concern.

Andrews International has been providing high-end security services in the Los Angeles area for more than two decades. AI has experienced tremendous growth, both organically and by acquisition, since the Company's inception. Our business strategy will continue to involve pursuits that allow us to grow in breadth and geographic reach, while maintaining and continually improving the level of quality and customer-focus the company was founded upon. In a time when many companies are experiences shortages and cut-backs, we are expanding, have partnered with a new investment firm, and anticipate 15% growth in 2009. Geographically and demographically, we will continue to selectively identify and pursue acquisitions or start-up operations in key markets that present competitive opportunities.

Additionally, the company has selectively hired experienced key leadership from a range of sectors, both with private security industry and corporate security backgrounds, that enhances our understanding of client environments, exposures, needs and pressures; and strengthens our company as a full-service provider. Because of our expertise in enterprise security solutions, we are able to offer value-added bundled services to clients, combining physical security with consulting and investigation services, specialized training, event security, etcetera. We are also one of the only providers in the U.S. to offer the option of integration of manpower and technology systems to add value and cost effectiveness to our program offering. Andrews International's customer-focused approach provides the dedicated resources, experience, stability, and service capabilities needed to be a viable partner and to manage your security services needs now and in the future.

e. Supportive client references.

Please refer to the reference information provided at the beginning of this section, XI.3, b, as well as the References Sheet attached.

2009 GSD Security Guard RFP

References Sheet for all Government Contracts

Andrews International, Inc.

Organization:	California Lottery	**Telephone #:**	916 324 8310
Contact Person:	Pat Walsh, Contract Administrator	**Contract #:**	
Address:	600 North 10th street, Sacramento Ca 95811	**Contract Start Date:**	12/2006
Email Address:			
Organization:	State of Nevada	**Telephone #:**	775.684.0198
Contact Person:	Lyn Callison	**Contract #:**	
Address:	515 E. Musser Street, Suite 300, Carson City, NV 89701	**Contract Start Date:**	9/1/08
Email Address:			
Organization:	MTA Metro-North Railroad	**Telephone #:**	212.340.3489
Contact Person:	Sean Ryan, Assistance Chief Security Officer	**Contract #:**	
Address:		**Contract Start Date:**	6/2006
Email Address:	skryan@mnr.org		
Organization:	Hollywood Property Owners Alliance	**Telephone #:**	323.463.6767
Contact Person:	Kerry Morrison	**Contract #:**	
Address:	1680 N. Vine Street Suite 216 Hollywood, CA 90028	**Contract Start Date:**	1/2007
Email Address:			
Organization:	Southern California Edison (SCE)	**Telephone #:**	626.302.7913
Contact Person:	Frank Alvarez, Security Manager	**Contract #:**	
Address:	8631 Rush Street, Room 101, Rosemead, CA 91770	**Contract Start Date:**	9/2006
Email Address:	Frank.alvarez@sce.com		
Organization:	California ISO	**Telephone #:**	916.351.2377
Contact Person:	Robert Bennyworth, Security Ops Manager	**Contract #:**	
Address:	151 Blue Ravine Rd., Folsom, CA	**Contract Start Date:**	2003
Email Address:	RBennyworth@caiso.com		
Organization:	Anheuser Busch, Los Angeles Brewery	**Telephone #:**	818 908 5593
Contact Person:	Chris Harden, EHS Manager	**Contract #:**	
Address:	15800 Roscoe blvd, Van Nuys Ca 91406	**Contract Start Date:**	1996
Email Address:			
Organization:	City of Burbank	**Telephone #:**	818.238.3213
Contact Person:	Patrick Lynch	**Contract #:**	
Address:	200 N. 3rd St., Burbank, CA 91502	**Contract Start Date:**	10/2007

f. Past contracts with the City of Los Angeles.

Andrews International has no past contracts with the City of Los Angeles.

g. List of canceled contracts including contract numbers and reasons for canceling within the past five (5) years.

Andrews International has data available from 2007 to present. We cannot provide contact information for all clients; however, the following representative contact information is provided and we may provide contact information for specific clients from this list upon request.

Culver Studios
Culver City, CA
Ruben Rocha
310.244.2620
ruben_rocha@spe.sony.com
Entertainment studio uniformed security
Length of contract: 11 years
Terminated: Feb-07

NYC Dept of Housing Preservation & Development
New York City
Mario Ferrigno
212.863.8602
FERRIGM@hpd.nyc.gov
Administrative Offices and Housing locations, access control, patrol and Fireguard services upon request.
Length of contract: 6 years
Terminated: June-08

Business Terminated in 2007

Client	Why Lost
Markum Gardens (HPD) site	Budget cuts
Ocean Village (Ry Mgmt)	Store closed
First Presbyterian	Nat'l bid that we were not informed of.
Fields Construction	Budget
HCA - GWI Realty Advisors	Alledged service issues
Saint Thomas Episcopal Church & School	AMB moved regional headquarters into building as tenant. Contract to be given to AMB.
John Jay College	Service/performance issues.
Riverview Gardens	Eliminated coverage one month after starting. This was not service related.
Western General	Budget
Ivy Equities (1 Atlantic)	Service/performance issues.
Liz Claiborne HQ1	Building sold; new owner has own service provider
400 + 425 w/ 59th St (Urban Assoc/Southpark Towers)	Closure of HQ 1 bldg (Haynes work)
Fox Ocean Park	Service/low rates, no increase to staff ($7.50 range)

Hartz Mountain Pets	Corporate buyout with allegiance to another vendor
2200 West Loop South	New building owner

Business Terminated in 2008

Client	Why Lost
Country Point at Alley Pond	Changed w/o notice (wanted change and could have saved $2/per hour)
Panaroma Towers	Client dropped due to non-payment
6th Floor Museum	We were subcontracted by Maez Scty & Maez was terminated by the client.
Roy Reuther Houses	Conversion to 32bj (SEIU) union doormen
Grocers Supply Wilcrest	Discontinued coverage at site - no replacement company. Still have contract at other locations
Pappas Restaurant - BBQ 2 Location	Discontinued coverage at site - no replacement company.
Hines-One & Two Shell Plaza	30 day cancellation; Allied Barton new provider; alleged performance and client relations issues; new Hines assistant GM has historical relationship with Allied Barton.
GVA Williams	Bid Process, underbid
NYC Dept of Housing Preservation & Development	Became part of larger NYC Contract. Very low margin
2929 Briar Park	Given 30-day cancellation notice
Castleton Apts.	Rebid / low bid, bad payer



Background Information: Furnish background information about the firm including; date of founding, legal form (sole proprietorship, partnership, corporation, state of corporation), number of and location of offices in the Los Angeles municipal area, principal lines of business, number of employees, days and hours of operation and any other pertinent data. Herein disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending mergers) that may affect the proposer's ability to perform contractual responsibilities. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.

Andrews International is a privately-owned, Los Angeles-based corporation operating since 1988, but incorporated in 2006 by the state of Delaware.

Founded as Advanced Tech Security in 1988, the firm quickly built a reputation as a leading West Coast provider of a broad range of security services. In 2006, Advanced Tech Security and Copstat LLC, a major East Coast company specializing in guard service and other capabilities, merged to form Andrews International.

During the past two decades, the Company has expanded its service capabilities and geographic reach to become one of the five (5) largest private security firms in the United States, with approximately 7,500 employees. Through 40 direct operating locations, services provided in all 50 states, and nearly 150 strategic partners around the world, we provide security services on an international scale to a wide range of business sectors 24 hours a day, 7 days a week.

Our portfolio of services includes uniformed security officers, personal protection/threat management, special event security, consulting and investigations and disaster and emergency response to the private and public sector. AI also provides training to numerous clients in the field of security management, asset protection, criminal law, CPR, AED and first-aid.

Andrews International has seven (7) offices in California:

Corporate Office
27959 Smyth Drive
Valencia, CA. 91355
Tel: 661.775.8400
Fax: 661.775.8794

Operations Headquarters, Human Resources, Training Center and Client Support Center (CSC)
455 N. Moss Street
Burbank, CA 91502
Tel: 818.487.4060
Fax: 818.487.4061

Orange
762 Town and Country Road
Orange, CA 92868
Tel: 714.352.0773
Fax: 714.352.0780



Rosemead
1000 San Gabriel Boulevard, Suite 103
Rosemead, CA 91770
Tel: 626.407.2272
Fax: 626.288.8500

Thousand Oaks
3396 Willow Lane, Suite 100
Thousand Oaks, CA 91361
Office: 805.409.4160
Fax: 805.777.1750

Santa Clara (Regional HQ)
3333 Bowers Avenue, Suite 290
Santa Clara, CA 95054
Tel: 408.516.4770
Fax: 408.516.4115

San Francisco
Advanced Tech Security
1728 Union Street, Suite 303
San Francisco, CA 94123
Tel: 415.353.5700
Fax: 415.447.7965

Andrews International is under no conditions that would affect our ability to provide quality security services to the City of Los Angeles. Furthermore, the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.

Financial Status: Proposer herein demonstrates their capability to fulfill the work to be contracted. Proposer must provide specific and adequate information and/or documentation on the financial status of the firm that accurately describes its financial stability, which will permit the City to evaluate the firm's ability to complete the work and services to be contracted.

Financial Status

As one of the largest privately-held, American-owned security firms, with projected revenues exceeding $210M and 35% growth in 2008, Andrews International has the financial strength and backing to support an account of this scope. The company is owned by executive and management team members with investment backing from Audax Group. Their investment offers us the resources necessary to maximize effectiveness and efficiencies that support client growth with appropriate risk management. Audax Group, founded in 1999, is a leading investor in middle market companies. Audax manages in excess of $4.3 billion of equity, mezzanine debt, and senior loan capital. For more information visit the Audax Group website www.audaxgroup.com. Audited financial reports and financial statements follow.



ANDREWS HOLDING, LLC AND SUBSIDIARIES

Consolidated Monthly Financial Report

Period Ended Sep 30, 2008

Andrews Holding LLC and Subsidiaries
Comparative Summary Income Statement
Period Ended Sep 30, 2008

$ in thousands	Monthly					Year to Date				
	Actual 2008	Plan 2008	Var.	Actual 2007	Var.	Actual 2008	Plan 2008	Var.	Actual 2007	Var.
Total Revenues	$ 17,836.7	$ 17,176.1	$ 660.6	$ 12,807.6	$ 5,029.1	$ 138,450.6	$ 141,257.1	$ (2,806.5)	$ 99,935.6	$ 38,[illegible].0
Total Direct Profit (1)	$ 4,773.3	4,597.0	176.3	3,280.6	1,492.7	35,616.3	36,883.3	(1,267.1)	$ 26,410.4	9,205.9
Direct Profit %	26.8%	26.8%	0.0%	25.6%	1.1%	25.7%	26.1%	-0.4%	26.4%	-0.7%
Gross Profit (2)	4,166.6	3,834.4	332.2	2,899.0	1,267.6	30,465.3	30,981.6	(516.3)	$ 22,620.7	7,844.6
	23.4%	22.3%	1.0%	22.6%	4.1%	22.0%	21.9%	0.1%	22.6%	-0.6%
SG&A Expenses:										
Labor & Benefits (excl. bonus)	$ 1,105.3	1,069.0	(36.3)	817.0	(288.3)	8,990.5	9,110.1	119.6	6,270.9	(2,719.6)
Insurance	150.6	181.9	31.3	113.2	(37.3)	1,377.8	1,477.7	100.0	1,049.4	(328.4)
Legal & Professional	50.1	60.2	10.1	35.8	(14.3)	564.1	526.4	(37.7)	366.8	(197.3)
Marketing & Sales	18.1	28.4	10.3	26.9	8.8	129.1	255.8	126.7	202.0	72.9
Rent	81.3	94.2	13.0	45.9	(35.4)	614.9	854.0	239.2	373.8	(241.1)
Bad Debt	75.0	15.0	(60.0)	-	(75.0)	78.2	129.8	51.6	5.0	(73.2)
Other	508.4	459.5	(49.0)	357.8	(150.6)	3,874.8	4,012.3	137.5	2,991.8	(883.0)
Total Operating Expenses	1,988.8	1,908.1	(80.6)	1,396.6	(592.2)	15,629.3	16,366.1	736.8	11,259.7	(4,369.6)
% of Revenues	11.1%	11.1%	0.0%	10.9%	0.2%	11.3%	11.6%	0.3%	11.3%	[illegible]%
% of Budget										
EBITDA (Pre- Bonus)	2,177.8	1,926.3	251.6	1,502.4	675.4	14,836.0	14,615.5	220.5	11,361.0	3,475.0
Bonus Accrual	216.7	216.7	0.0	224.8	8.1	1,631.0	1,663.9	32.9	1,370.5	(260.5)
EBITDA	$ 1,961.1	$ 1,709.6	$ 251.6	$ 1,277.6	$ 683.5	$ 13,205.0	$ 12,951.5	$ 253.5	$ 9,990.4	$ 3,214.6
Margin %	11.0%	10.0%	1.0%	10.0%	1.0%	9.5%	9.2%	0.4%	10.0%	-0.5%

Notes:

Variance:

Revenue, Gross Profit, EBITDA *Positive Variance = Revenue higher than plan or over previous year as the case may be*

Expenses *Positive Variance = Savings in exepnses compared to plan or over previous year as the case may be*

Andrews Holding LLC & Subsidiaries
Monthly & YTD Consolidated Income Statement
Period Ended Sep 30, 2008

	Jan-08 Actual	Feb-08 Actual	Mar-08 Actual	Apr-08 Actual	May-08 Actual	Jun-08 Actual	Jul-08 Actual	Aug-08 Actual	Sep-08 Actual	YTD Actual	Sep-08 Plan	ChangH Actual - Plan	Sep-07 Actual	Change Actual
Guard, Consulting & Investigation Revei	14,414,411	13,768,631	14,906,336	14,518,662	14,931,556	14,984,913	15,730,637	16,844,161	17,813,546	137,912,853	17,104,391	(1,373,754)	12,769,400	2,136,936
Taxi Vouchers Revenue - Haynes	79,125	51,171	50,696	70,749	29,491	54,525	84,059	94,826	23,137	537,779	71,667	12,392	38,178	12,518
Revenue	**$14,493,536**	**$13,819,802**	**$14,957,032**	**$14,589,411**	**$14,961,047**	**$15,039,438**	**$15,814,696**	**$16,938,987**	**$17,836,683**	**$138,450,632**	**17,176,057**	**$ (1,361,361)**	**$12,807,578**	**2,149,454**
DL%	63.6%	63.8%	63.6%	63.9%	63.3%	62.5%	61.7%	57.6%	57.0%	61.8%	62.4%		63.1%	
Payroll Taxes	9.7%	9.7%	9.2%	9.5%	9.5%	9.3%	9.2%	8.8%	9.0%	9.3%	9.2%		9.0%	
NBOT	1.7%	1.5%	1.6%	1.4%	1.5%	1.5%	1.2%	1.5%	1.4%	1.5%	2.6%		2.5%	
Direct Costs:														
Salaries	9,006,729	8,647,599	9,323,785	9,147,770	9,313,781	9,222,177	9,642,469	9,610,957	10,031,512	83,946,779	10,399,885	757,416	7,859,124	(1,[illegible]61)
Overtime (not billed to Client)	158,589	135,338	154,821	130,402	138,497	137,812	116,390	150,976	144,146	1,266,971	278,252	161,862	201,971	47,150
Payroll Taxes	887,944	848,117	875,433	881,458	897,642	867,679	898,765	863,436	915,584	7,936,058	985,698	86,933	724,299	(151,134)
Direct Employee Health Insurance	330,701	340,752	364,262	364,467	319,322	317,934	241,690	318,752	356,120	2,954,000	408,394	166,704	285,616	(78,646)
Employee Field Expense	81,271	93,717	102,614	74,995	97,490	92,318	98,366	69,254	88,472	798,497	98,917	551	83,390	(19,224)
Consulting and Investigative	26,153	27,651	37,025	31,677	158,226	79,053	92,703	31,792	114,603	598,883	33,122	(59,581)	55,766	18,741
Contract Labor	295,868	307,140	383,394	304,316	281,793	347,425	501,991	1,029,410	1,391,961	4,843,298	332,225	(169,766)	216,267	(167,127)
K-9 Expense	-	-	76	304	0	0	0	0	0	380	100	100	1	(76)
Store COGS										-	8,750	(67,667)		-
Taxi Vouchers - Haynes	71,930	47,154	46,161	64,316	26,779	49,568	76,417	86,146	21,034	489,505	33,750	33,750	100,571	54,410
Total Direct Costs	**10,859,185**	**10,447,468**	**11,287,571**	**10,999,705**	**11,233,530**	**11,113,966**	**11,668,791**	**12,160,723**	**13,063,432**	**102,834,371**	**12,579,092**	**910,301**	**9,527,004**	**(1,760,567)**
Total Direct Profit	**3,634,351**	**3,372,334**	**3,669,461**	**3,589,706**	**3,727,517**	**3,925,472**	**4,145,905**	**4,778,264**	**4,773,251**	**35,616,261**	**4,596,965**	**(451,060)**	**3,280,574**	**388,887**
Total Direct Profit %	**25.1%**	**24.4%**	**24.5%**	**24.6%**	**24.9%**	**26.1%**	**26.2%**	**28.2%**	**26.8%**	**25.7%**	**26.8%**	**-0.5%**	**25.6%**	**18.1%**
Other Cost of Sales:														
Workmen's Comp Provisional	233,323	222,929	220,495	120,360	121,549	220,495	201,421	226,253	220,495	1,787,320	229,516	28,095	61922	(158,573)
Workmen's Comp Dividend	-			0	(33,750)	0	(170,000)	(170,000)	(170,000)	(543,750)	-	170,000		-
Automobile & Other	141,928	145,789	138,924	159,537	146,591	188,353	177,896	185,345	220,132	1,504,495	174,313	(3,583)	135,778	(3,146)
Uniforms	103,815	91,906	94,908	77,670	80,580	72,420	85,603	95,000	90,715	792,617	82,993	(2,610)	61,943	(32,965)
Client Expenses	19,441	7,977	11,508	21,971	34,698	44,303	27,898	134,089	101,179	403,064	95,969	68,071	18,913	'05
Equipment	-	105	-	190	0	0	0	0	0	295	10,167	10,167		-
Maintenance & Repairs	4,291	4,037	4,538	4,374	6,680	9,332	1,482	6,342	5,950	47,026	6,342	4,860	5,355	817
Training Seminars	2,508	3,729	2,900	4,083	5,016	5,010	3,461	1,669	7,177	35,553	-	(3,461)		(2,900)
Rent & Other	138,498	119,531	113,934	139,706	116,179	110,927	133,191	121,378	130,987	1,124,331	163,236	30,045	97,634	(16,300)
Total Other Cost of Sales	**643,804**	**596,003**	**587,207**	**527,891**	**477,543**	**650,840**	**460,952**	**600,076**	**606,635**	**5,150,951**	**762,535**	**301,583**	**381,645**	**(205,662)**
Total Cost of Sales	**11,502,989**	**11,043,471**	**11,874,778**	**11,527,596**	**11,711,073**	**11,764,806**	**12,129,743**	**12,760,799**	**13,670,067**	**107,985,322**	**13,341,627**	**1,211,884**	**9,908,649**	**(1,966,229)**
Gross Profit	**2,990,547**	**2,776,331**	**3,082,254**	**3,061,815**	**3,249,974**	**3,274,632**	**3,684,953**	**4,178,188**	**4,166,616**	**30,465,310**	**3,834,431**	**(149,478)**	**2,899,029**	**183,225**
Gross Margin %	**20.6%**	**20.1%**	**20.6%**	**21.0%**	**21.7%**	**21.8%**	**23.3%**	**24.7%**	**23.4%**	**22.0%**	**22.3%**	**1.0%**	**22.6%**	**8.5%**

Andrews Holding LLC & Subsidiaries
Monthly & YTD Consolidated Income Statement
Period Ended Sep 30, 2008

	Jan-08 Actual	Feb-08 Actual	Mar-08 Actual	Apr-08 Actual	May-08 Actual	Jun-08 Actual	Jul-08 Actual	Aug-08 Actual	Sep-08 Actual	YTD Actual	Sep-08 Plan	ChangH Actual - Plan	Sep-07 Actual	Change Actual
SG&A Expenses:														
Salaries	916,912	842,066	911,887	919,289	930,185	955,145	1,011,563	1,093,454	1,075,033	8,655,534	1,004,952	(6,611)	779,416	(132,471)
Accounting	5,000	12,330	68,665	9,295	9,623	9,295	13,156	9,295	24,977	161,636	8,750	(4,406)	5,000	(63,665)
Health Insurance	43,808	33,197	35,037	38,510	28,620	42,192	37,397	45,987	30,230	334,978	64,026	26,629	37,587	2,550
Payroll Taxes	86,254	75,804	80,662	68,445	84,468	47,173	87,859	94,765	71,784	697,214	88,822	963	59,768	(20,894)
Bank Charges	5,248	4,312	5,367	5,301	8,067	6,918	6,275	9,670	6,560	57,718	4,250	(2,025)	3,207	(2,160)
Contributions	8,437	8,069	7,144	2,139	8,377	10,766	13,857	11,593	19,323	89,705	19,121	5,264	10,765	3,621
Marketing & Sales	12,770	8,348	14,483	6,248	11,328	13,905	15,614	28,259	18,097	129,052	28,420	12,806	26,674	12 391
Dues & Subscriptions	5,700	4,172	6,427	4,488	1,623	4,406	6,285	3,780	2,010	38,891	3,778	(2,507)	1,268	59)
Insurance	136,796	151,923	148,647	146,721	170,732	154,678	151,257	166,460	150,562	1,377,776	181,856	30,599	119,219	,428)
Legal & Professional	32,490	74,214	76,950	37,930	54,185	82,979	69,024	86,204	50,149	564,125	60,213	(8,811)	35,867	(41,113)
401k admin	1,000	-	-	0	0	0	0	0	0	1,000	417	417		-
Travel & Entertainment	69,437	60,078	71,677	66,057	66,538	72,771	82,764	100,093	119,587	709,002	75,099	(7,665)	73,664	1,987
Office Expense	83,438	43,385	79,505	62,125	43,359	66,597	74,741	69,642	74,071	596,863	59,395	(15,346)	65,852	(13,653)
Computer Expense	21,151	23,501	29,740	20,778	18,505	23,731	24,547	28,785	26,103	216,841	28,263	3,716	17,111	(12,629)
Payroll Service	17,204	20,031	16,110	16,082	18,068	13,868	20,815	12,749	13,572	148,499	18,640	(2,175)	15,194	(916)
Bad Debt Expense	2,068	188	-	375	400	125	0	0	75,000	78,156	15,012	15,012		-
Rent	50,967	44,188	59,817	72,799	70,337	80,299	78,054	77,143	81,259	614,863	94,214	16,160	45,870	(13,947)
Postage & Delivery	28,867	19,822	19,643	17,982	18,897	18,538	25,866	19,043	28,364	197,022	25,106	(760)	16,986	(2,657)
Telephone	78,940	74,629	79,084	80,202	73,716	68,363	73,819	80,522	90,510	699,785	83,954	10,135	66,667	(12,417)
Utilities	10,037	8,922	7,263	8,339	8,202	8,261	10,894	10,656	13,086	85,660	19,000	8,106	11,082	3,819
Commissions	-	-	-	0	0	0	0	0	0	-	-	-	5,500	5,500
Miscellaneous Expense	1,418	1,396	2,886	1,673	4,528	1,872	1,075	4,858	4,804	24,510	20,688	19,613	2,388	(498)
Christmas Expense	5,476	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	35,476	4,167	417	3,750	-
State Taxes	12,930	14,212	15,191	11,141	14,327	8,411	15,564	13,265	9,942	114,983	-	(15,564)	(385)	(15,576)
Total SG&A Expense	**1,636,348**	**1,528,537**	**1,739,935**	**1,599,669**	**1,647,835**	**1,694,043**	**1,824,176**	**1,969,973**	**1,988,773**	**15,629,289**	**1,908,144**	**83,968**	**1,396,620**	**(343,315)**
EBITDA (pre Bonus)	**$ 1,354,199**	**$ 1,247,794**	**$ 1,342,319**	**$ 1,462,146**	**$ 1,602,139**	**$ 1,580,589**	**$ 1,860,777**	**$ 2,208,215**	**$ 2,177,843**	**$ 14,836,021**	**$1,926,287**	**(65,510)**	**$ 1,502,409**	**$ (160,090)**
Margin %	9.3%	9.0%	9.0%	10.0%	10.7%	10.5%	11.8%	13.0%	12.2%	10.7%	11.2%	0.6%	11.7%	-2.8%
Bonus	153,858	153,858	138,460	177,091	182,616	182,106	147,966	278,344	216,718	1,631,017	216,718	68,752	224,793	`33
EBITDA (post Bonus)	**1,200,341**	**1,093,936**	**1,203,859**	**1,285,055**	**1,419,523**	**1,398,483**	**1,712,811**	**1,929,871**	**1,961,125**	**13,205,004**	**1,709,568**	**3,243**	**1,277,616**	**(73,757)**
Margin %	8.3%	7.9%	8.0%	8.8%	9.5%	9.3%	10.8%	11.4%	11.0%	9.5%	10.0%	0.9%	10.0%	-10.0%
Depreciation & Amortization	98,901	101,539	229,364	54,364	56,969	(49,440)	149,092	346,695	129,068	1,116,552	90,000	(59,092)	91,154	(138,210)
Amortization: Original Madison Loan										-		-		-
Management Fees	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	450,000	150,000	100,000	41,667	(8,333)
Non Operating Expenses	20,747	25,064	57,075	47,518	127,638	92,395	204,512	17,015	96,696	688,660	-	(204,512)		(57,075)
Interest Expense	537,287	518,100	552,974	435,620	473,575	516,487	472,113	438,194	458,107	4,402,457	556,389	84,276	485,420	(67,554)
Acquisition Cost	363	-	-	0	0	0	0	0	0	363	-	-		
Transaction Cost	-	-	-	156,539	5,126	19,067	7,736	60,075	700,000	948,543		(7,736)		
Total Non Operating Expenses	**707,298**	**694,703**	**889,413**	**744,041**	**713,308**	**628,509**	**883,453**	**911,979**	**1,433,871**	**7,606,575**	**796,389**	**(87,064)**	**618,241**	**(271,172)**
Income before Income Tax Accrual	**493,043**	**399,233**	**314,446**	**541,014**	**706,215**	**769,974**	**829,358**	**1,017,892**	**527,254**	**5,598,429**	**913,180**	**(83,822)**	**659,375**	**(344,929)**
Provision: Income Tax			191	0	700,000	0	310,873	1,000,000	0	2,011,064	341,943	31,070	282,935	282,744
Net Income	**$ 493,043**	**$ 399,233**	**$ 314,255**	**$ 541,014**	**$ 6,215**	**$ 769,974**	**$ 518,485**	**$ 17,892**	**$ 527,254**	**$ 3,587,365**	**$ 571,236**	**$ (52,751)**	**$ 376,440**	**$ (62,185)**

Andrews Holding LLC & Subsidiaries
Balance Sheet
Consolidated

	Sep-08
ASSETS	
Current Assets	
Unrestricted Cash	(823,260)
Cash & Cash Equivalents	**(823,260)**
Trade Accounts Receivable	26,526,685
Accrued Trade Receivable	2,592,835
Allowance for Doubtful Accounts	(224,884)
Net Trade Accounts Receivable	**28,894,636**
Inventory	42,437
Other Receivables	126,643
Prepaid Expenses	2,245,967
Employee Advances & Other Assets	312,176
Total Current Assets	**30,798,599**
Non Current Assets	
Gross Cost: Fixed Assets	6,296,177
Depreciation	(3,698,737)
Net Book Value	**2,597,440**
Software	37,707
Software Net	**37,707**
Construction in Progress	
Customer Lists · Original Cost	12,815,672
Customer Lists · Accum.Amortization	(287,731)
Goodwill	60,081,202
Trade Name	17,525,000
Covenant not to Compete	3,027,000
Accumulated Amort	(1,310,920)
Deferred Financing Cost	1,986,703
Acc Amort-Deferred Finance Cost	(779,176)
Workmen's Comp Premium Refund Receivable	1,987,997
Other Assets	187,560
Deferred Tax	(1,476)
Total Other Long Term Assets	**95,231,831**
Total Long Term Assets	**97,829,271**
Total Assets	**128,665,577**

Andrews Holding LLC & Subsidiaries
Balance Sheet
Consolidated

	Sep-08
LIABILITIES	
Current Liabilities	
Accounts Payable	1,740,156
Madison Capital Funding - Revolver	11,971,563
Madison Capital Funding - Current Term A	1,750,000
Bellestri Note Current	308,455
Other Accrued Expenses	5,388,683
Accrued Payroll	3,870,748
Accrued Income Tax	1,020,495
Other Current Liabilities	556,581
Texas SalesTax Payable	
HMI Deferred Tax Pre Acquistion	59,909
Deferred Revenue	197,941
Total Liabilities Current	**26,864,531**
Non Current Liabilities	
Madison Capital Funding - Term A	26,875,000
Madison Capital Funding - Term B	4,000,000
Bellestri Note Long Term	541,545
Greyrock Capital Group - Subordinated Loan	12,689,106
HMI Deferred Tax Pre-Acquisition LT	179,925
HMI Deferred Tax Post Acquisition LT	490,000
Deferred Tax	11,255,961
ATS Earnout Note	4,309,803
Nagy Note Long Term	750,000
Total Liabilities Non Current	**61,091,340**
Total Liabilities	**87,955,871**
Equity	
Preferred A Units	11,439,984
Preferred B Units	19,331,639
Common Stock	363
Series B Units Purchased - Haynes Acquisition	2,000,000
Distribution	(540,891)
Retained Earnings	4,891,246
Total Retained Earnings	**37,122,341**
Net Income	3,587,365
Total Equity	**40,709,706**
Total Liabilities and Equity	**128,665,577**
Net non-Cash Working Capital	**19,293,322**

Andrews Holding, LLC and Subsidiaries

Report on Consolidated Financial Statements

Years Ended December 31, 2007 and 2006

ANDREWS HOLDING, LLC AND SUBSIDIARIES

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J.H. COHN LLP
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Report of Independent Public Accountants

To the Members
Andrews Holding, LLC

We have audited the accompanying consolidated balance sheets of Andrews Holding, LLC and Subsidiaries as of December 31, 2007 and 2006, and the related consolidated statements of operations and members' equity and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Andrews Holding, LLC and Subsidiaries as of December 31, 2007 and 2006, and their results of operations and cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for share-based compensation in 2006.

J. H. Cohn LLP

New York, New York
April 18, 2008

AN ..EWS HOLDING, LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2007 AND 2006

ASSETS	2007	2006
Current assets:		
Cash and cash equivalents	$ 534,122	$ 82,493
Accounts receivable, net allowance for doubtful accounts of $307,000 and $324,000	23,962,443	13,675,565
Unbilled fees, at net realizable value	881,236	1,237,302
Other receivables	2,695,327	890,918
Deferred tax asset	125,096	130,260
Prepaid expenses and other current assets	2,087,262	1,582,571
Total current assets	30,285,486	17,599,109
Equipment and leasehold improvements, net	1,888,636	1,647,796
Restricted cash		308,280
Goodwill	55,993,395	47,523,713
Trade name	17,525,000	17,525,000
Deferred financing costs, net of accumulated amortization of $561,096 and $271,322	1,385,607	1,562,881
Noncompete agreements, net of accumulated amortization of $1,754,134 and $1,105,400	1,907,866	2,346,600
Customer relationships, net of accumulated amortization of $3,781,660 and $1,521,089	12,371,155	10,838,911
Other assets	200,098	128,894
Totals	$ 121,557,243	$ 99,481,185
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 4,042,378	$ 3,093,433
Accounts payable and accrued expenses	11,368,392	6,152,747
Income taxes payable	2,376,138	1,657,209
Deferred revenue	70,177	199,958
Total current liabilities	17,857,085	11,103,347
Revolving line of credit	11,700,060	3,530,000
Deferred tax liabilities	11,382,533	12,017,073
Long-term debt, less current portion	43,489,980	39,811,484
Total liabilities	84,429,658	66,461,904
Commitments and contingencies		
Members' equity	37,127,585	33,019,280
Totals	$ 121,557,243	$ 99,481,184

See Notes to Consolidated Financial Statements.

ANDREWS HOLDING, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2007 AND 2006

	2007	2006
Net service revenue	$ 142,871,611	$ 97,514,568
Costs and expenses:		
Direct costs	112,852,553	83,840,082
General and administrative expenses	16,176,953	3,719,902
Management service fees	500,000	400,000
Totals	129,529,506	87,959,984
Income before depreciation and amortization	13,342,105	9,554,584
Depreciation and amortization	4,232,585	3,481,227
Income from operations	9,109,520	6,073,357
Interest expense	5,602,069	4,259,989
Income before provision for income taxes	3,507,451	1,813,368
Provision for income taxes	1,586,670	1,853,492
Net income (loss)	1,920,781	(40,124)
Members' equity, beginning of year	33,019,280	13,775,305
Issuance of Preferred B Units	2,000,000	10,350,000
Issuance of Preferred B Units to sellers		8,900,000
Stock-based compensation	187,524	34,099
Members' equity, end of year	$ 37,127,585	$ 33,019,280

See Notes to Consolidated Financial Statements.

AN. :WS HOLDING, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2007 AND 2006

	2007	2006
Operating activities:		
Net income (loss)	$ 1,920,781	$ (40,124)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	4,232,585	3,481,227
Amortization of debt discount	2,344	50,350
Bad debt expense (recoveries)	(17,000)	266,000
Stock-based compensation	187,524	34,099
Deferred income taxes	(629,376)	(553,349)
Changes in operating assets and liabilities, net of effects of acquisitions:		
Accounts receivable	(9,230,571)	(3,335,412)
Other receivables	(1,804,409)	(645,923)
Prepaid expenses and other assets	(220,615)	(445,790)
Accounts payable and accrued expenses	5,207,104	512,885
Income taxes payable	718,929	350,359
Deferred revenue	(129,781)	152,523
Net cash provided by (used in) operating activities	237,515	(173,155)
Investing activities:		
Acquisitions in 2007	(8,392,348)	
Additional consideration for HMI Associates, Inc. acquisition		(292,289)
Additional consideration for Copstat Security, Inc. acquisition	(46,190)	(5,485)
Additional consideration for Advanced Tech Security, Inc. acquisition	(335,163)	
Purchase acquisition payment - HMI		(852,388)
Purchase of Advanced Tech Security, Inc. net of cash acquired		(35,820,045)
Purchase of property and equipment	(1,093,610)	(866,322)
Deposit for contingent consideration		293,692
Net cash used in investing activities	(9,867,311)	(37,542,837)
Financing activities:		
Net borrowings on revolving line of credit agreements	8,170,060	562,431
Repayments of long-term debt	(3,500,000)	(14,844,930)
Proceeds from long-term debt	3,523,865	43,325,418
Deferred financing costs	(112,500)	(1,698,442)
Members' contributions	2,000,000	10,350,000
Net cash provided by financing activities	10,081,425	37,694,477
Net increase (decrease) in cash and cash equivalents	451,629	(21,515)
Cash and cash equivalents, beginning of year	82,493	104,008
Cash and cash equivalents, end of year	$ 534,122	$ 82,493

See Notes to Consolidated Financial Statements.

AN_REWS HOLDING, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2007 AND 2006

	2007	2006
Supplemental disclosure of cash flow data:		
Income taxes paid	$ 1,803,790	$ 562,045
Interest paid	$ 5,246,057	$ 3,262,685
Supplemental schedule of noncash investing and financing activities:		
Acquisition of business:		
Tangible assets acquired	$ 902,436	
Covenant not to compete	210,000	
Customer relationships	3,746,625	
Goodwill	4,533,287	
	9,392,348	
Less noncash consideration - note payable issued to seller	(1,000,000)	
Net cash paid	$ 8,392,348	
Acquisition of Advanced Tech Security, Inc.:		
Tangible assets acquired (including cash of $417,244)		$ 1,879,741
Trade name		17,525,000
Covenant not to compete		1,800,000
Customer relationships		11,000,000
Goodwill		24,698,466
Liabilities assumed		(11,765,918)
		45,137,289
Less cash acquired		(417,244)
Less noncash consideration - equity issued to seller		(8,900,000)
Net cash paid		$ 35,820,045

During 2007, the Company issued a subordinated note payable to the sellers of Advanced Tech Security, Inc. representing the amount of an earn-out provision amounting to $1,550,515.

See Notes to Consolidated Financial Statements.

Note 1 - Business and summary of significant accounting policies:

Business:

The consolidated financial statements include the accounts of Andrews Holding, LLC ("Holding") and its wholly-owned subsidiaries Andrews International, Inc. ("Andrews"), Advanced Tech Security, Inc. ("ATS"), Copstat Security Inc. ("Copstat Security") and HMI Associates, Inc. ("HMI") (collectively, the "Company"). All significant intercompany accounts and transactions have been eliminated in consolidation.

Effective March 1, 2006, Copstat Security, LLC purchased 100% of the outstanding common shares (including the trade name "Andrews International") of ATS in a transaction accounted for as a purchase. Concurrent with this transaction, Copstat Security, LLC approved an agreement of merger with and into Andrews (a nonoperating shell corporation), with Andrews as the surviving corporation (the "Andrews Merger"). In connection with the Andrews Merger, Copstat Holding changed its name to Andrews Holding, LLC.

The Company is a full service provider of security and risk mitigation services in the United States. The Company's portfolio of services include uniformed security, consulting and investigations, personal protection, special event security, training, alarm monitoring and response, and disaster and emergency response services.

Use of estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents:

The Company considers all highly liquid debt instruments with a maturity of three months or less when purchased to be cash equivalents.

Concentrations of credit risk:

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. At December 31, 2007, the Company had cash and cash equivalent balances and restricted cash in excess of Federally insured limits in the amount of approximately $543,000. Concentrations of credit risk with respect to accounts receivable are limited as the Company performs on-going credit evaluations of its customers. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs and collections and current credit considerations.

Note 1 - Business and summary of significant accounting policies (continued):

Concentrations of credit risk (concluded):

For the years ended December 31, 2007 and 2006, three customers accounted for approximately 30% and 34%, respectively, of net service revenue. These customers comprise approximately 16% and 11%, respectively, of the Company's accounts receivable balance at December 31, 2007 and 2006.

Equipment and leasehold improvements:

Equipment and leasehold improvements are stated at cost. Depreciation and amortization are computed on straight-line and declining-balance methods at rates calculated to absorb asset costs by the end of their estimated useful lives or the term of the lease.

Goodwill:

Goodwill is comprised of the excess of the cost of the acquired businesses over the fair value of their net assets on the date of acquisition. In accordance with the provisions of Statement of Financial Accounting Standards No. 142 "Goodwill and Other Intangible Assets," goodwill and intangibles with indefinite useful lives are subject to reductions only when their carrying amounts exceed their estimated fair values based on impairment tests that are required to be made annually or more frequently under certain circumstances. Fair values are determined based on models that incorporate estimates of future profitability and cash flows. Valuation analysis testing for goodwill impairment at December 31, 2007 resulted in no charge for goodwill impairment.

Tradename:

The Company's tradename has an indefinite life and therefore is not subject to amortization. In accordance with Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets", intangible assets with indefinite useful lives are subject to reduction only when their carrying amount exceeds their estimated fair value based on impairment tests that are required to be made annually or more frequently under certain circumstances. Fair values are determined based on models that incorporate estimates of future profitability and cash flows. At December 31, 2007, management has determined that there is no impairment.

Note 1 - Business and summary of significant accounting policies (continued):

Covenants not-to-compete:

The Company amortizes the cost allocated to covenants not-to-compete on the straight-line method over the three and five year terms of the agreements. Amortization expense was $648,734 and $630,400 for the years ended December 31, 2007 and 2006, respectively. Future amortization in each of the years subsequent to December 31, 2007 is $797,733 in 2008, $562,733 in 2009, $431,067 in 2010, $94,000 in 2011 and $22,333 in 2012. In accordance with Statement of Financial Accounting Standards No. 142 "Goodwill and Other Intangible Assets" management of the Company has determined that no change in amortization is warranted.

Customer relationships:

The Company amortizes the cost allocated to customer relationships on the straight-line method over six and seven years. Amortization expense approximated $2,261,000 and $1,512,000 for the years ended December 31, 2007 and 2006, respectively. Future amortization in each of the years subsequent to December 31, 2007 will approximate $2,603,000 annually in 2008 through 2010, $2,595,000 in 2011, $1,091,000 in 2012, $535,000 in 2013 and $341,000 in 2014. In accordance with Statement of Financial Accounting Standards No. 142 "Goodwill and Other Intangible Assets" management of the Company has determined that no change in amortization is warranted.

Fair value of financial instruments:

The Company's financial instruments are cash and cash equivalents, accounts receivable, accounts payable, notes payable and long-term debt. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

The Company accounts for an interest rate collar contract at fair value. Since the interest rate collar does not meet the criteria for hedge accounting unrealized gains or losses are recognized in earnings.

Revenue recognition:

Revenue is recognized as services are rendered and is recorded at net realizable value.

Note 1 - Business and summary of significant accounting policies (concluded):

Advertising:

The Company expenses the cost of advertising and promotions as incurred. Advertising costs charged to operations approximated $221,000 and $123,500 for the years ended December 31, 2007 and 2006, respectively.

Stock-based compensation:

Effective January 1, 2006, the Company adopted Statement of Financial Accounting Standards No. 123R (Revised 2004) "Share-Based Payment" ("SFAS 123R"). The Company has elected to use the modified prospective transition method. Statement 123R revised SFAS 123 to eliminate the option to use the intrinsic value method and required the Company to expense the fair value of all options (plan adopted in 2006) and grants of restricted unit purchase rights over the vesting period. Under the modified prospective transition method, the Company recognized compensation cost for the year ended December 31, 2006 related to restricted unit purchase rights and options granted on or after January 1, 2006 based on the fair value estimated in accordance with SFAS 123R. There was no compensation expense associated with grants of restricted unit purchase rights in years prior to January 1, 2006.

As a result of adopting SFAS 123R, net income for the year ended December 31, 2006 was reduced by approximately $34,000.

Deferred financing costs and debt discount:

Deferred financing costs and debt discount are amortized to interest expense over the terms of the related loans using the straight-line method which approximates the interest method.

Income taxes:

Holding (the "LLC Entity") is a Delaware limited liability company. Income or loss of the LLC Entity is includible in the separate income tax returns of the members in proportion to their respective interests. Accordingly, no provision for Federal income tax is made for the LLC Entity in the Company's consolidated financial statements. However, the LLC Entity is subject to certain state and local income taxes which have been provided for in the accompanying consolidated financial statements.

Andrews International is a Delaware C-Corporation. ATS, Copstat Security, Inc. and HMI are California C-Corporations which are subject to Federal, state and local income taxes.

Note 1 - Business and summary of significant accounting policies (concluded):

Income taxes:

The Company accounts for income taxes using the asset and liability method. Under this method, deferred tax assets and liabilities are recognized with respect to future tax consequences attributable to differences between the tax bases of assets and liabilities and their carrying amounts for financial statement purposes. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the period that includes the enactment date.

Reclassifications:

Certain reclassifications have been made to conform the 2006 presentation to the treatment in the current year.

Note 2 - Business acquisitions:

During the year ended December 31, 2007, the Company acquired certain assets (net of certain liabilities) of four entities ("Haynes", "Setec", "Nagy" and "GSSI"). The results of their operations have been included in the accompanying consolidated financial statements since the dates of acquisition. The cost of the acquisitions was $9,392,348 (including a note for $1,000,000 payable to the seller of Nagy) (see Note 5), which included $801,977 of professional fees and other direct costs in connection with the acquisitions. The Company allocated the cost of the acquisition based on the fair values of the assets acquired and liabilities assumed as follows:

Net current assets acquired	$ 683,241
Property and equipment	172,195
Other assets	47,000
Covenant not to compete	210,000
Customer relationship	3,746,625
Goodwill	4,533,287
Total	$9,392,348

During 2007, the Company paid approximately $112,500 in closing fees to certain of its members (including its Senior Lender) in connection with the Nagy acquisition.

Notes 2 - Business acquisitions (continued):

In connection with the acquisition of Haynes, the Company has a contingent liability for $800,000 which is to be paid in cash after the one-year anniversary of the closing provided that the Company has retained at least 90% of the revenues from the acquired accounts. The liability will be reduced by any re-licensing transfer costs incurred by the Company.

Effective March 1, 2006, Copstat Security, LLC purchased 100% of the outstanding common shares of ATS under the terms and conditions of a Stock Purchase and Contribution Agreement (the "SPCA"). The results of ATS's operations have been included in the accompanying consolidated financial statements since that date. The cost of the acquisition was $45,137,289, which included $1,935,618 of professional fees and other direct costs in connection with the acquisition.

The Company allocated the cost of the acquisition based on the fair values of the assets acquired and liabilities assumed as follows:

Net current assets acquired	$ 1,209,584
Property and equipment	670,157
Trade name	17,525,000
Covenant not to compete	1,800,000
Customer relationships	11,000,000
Goodwill	24,698,466
Deferred tax liabilities	(11,765,918)
Fair value of net assets acquired	$ 45,137,289

In connection with the acquisition, the Company entered into several noncompete, nonsolicitation agreements with executives of the Company and the sellers of ATS.

The sellers are entitled to additional proceeds of up to $4,000,000 contingent upon the Company achieving specific levels of earnings before interest, taxes, depreciation and amortization ("EBITDA"), as defined in the SPCA, for the two year period ending February 28, 2008. Contingent consideration recorded as additional goodwill during the year ended December 31, 2007 amounted to $1,550,515 which was subject to a note payable (see Note 6).

During 2006, the Company paid approximately $1,500,000 in closing fees to certain of its members (including its Senior Lender) in connection with the ATS acquisition.

Notes 2 - Business acquisitions (concluded):

In connection with the HMI acquisition, the Company entered into several noncompete and nonsolicitation agreements with the sellers of HMI. The sellers are also entitled to additional proceeds of up to $600,000, contingent upon the Company achieving specific levels of EBITDA, as defined in the SPA, during the twelve month period ended December 31, 2006, of which approximately $292,000 was paid and recorded as additional goodwill. No additional proceeds were paid during 2007.

Effective June 7, 2004, Copstat Holding purchased substantially all of the assets (including the names "Copstat Security" and "Patriot Associates"), certain liabilities and the businesses of Copstat Security, Inc. and Patriot Associates, LLC under the terms and conditions of an Asset Purchase Agreement. The results of Copstat Security and Patriot Associates' operations have been included in the accompanying consolidated financial statements since that date.

In connection with the Copstat Acquisition, the seller is entitled to additional proceeds of up to $1,800,000 contingent upon the Company achieving specific levels of EBITDA, as defined, for the three year and seven month period ended December 31, 2007. The contingent consideration will be recorded as additional goodwill if earned.

The changes in the carrying amount of goodwill for the year ended December 31, 2007, are as follows:

	2007	2006
Balance as of January 1,	$47,523,713	$22,532,473
Goodwill acquired during the year	4,533,287	24,698,466
Goodwill from contingent consideration	3,936,395	292,774
Balance as of December 31,	$55,993,395	$47,523,713

Note 3 - Captive investment:

The Company is insured for workers' compensation claims through a captive insurance company (the "Captive"), which purchases insurance through a commercial carrier under guaranteed cost and retrospectively rated policies. As of December 31, 2007, the Company held 100 shares of nonvoting preferred stock in a segregated cell of the Captive, which is accounted for on the cost method. Premiums, which are actuarially determined, are based in part on the annual amount of payroll and the number of claims per year. The Company's cell is funded to the required level.

Under the captive insurance agreement, the Company is required to maintain a standby letter of credit of approximately $1,500,000. The letter of credit is required as collateral for possible claims in excess of funded amounts under the Company's agreement with Captive.

Annual workers' compensation insurance expense is estimated based on the ultimate premium management expects to incur. Accordingly, premiums paid in excess of workers' compensation claims, administrative expenses and actuarially determined estimates for reserves ("Excess Premiums") are recorded as other receivables. As of December 31, 2007 and 2006, other receivables on the accompanying consolidated balance sheet include an estimate of $2,437,419 and $631,615, respectively, for Excess Premiums management expects will be refunded and/or utilized to fund future premiums.

Note 4 - Equipment and leasehold improvements:

Equipment and leasehold improvements consist of the following:

	2007	2006
Transportation equipment	$1,788,781	$1,094,256
Furniture and fixtures	258,672	153,535
Equipment	1,332,059	853,054
Leasehold improvements	437,212	354,145
Construction in progress		95,929
Dogs	22,485	22,485
	3,839,209	2,573,404
Less: accumulated depreciation and amortization	1,950,573	925,608
Totals	$ 1,888,636	$1,647,796

Depreciation and amortization expense for the years ended December 31, 2007 and 2006 was $963,028 and $556,700, respectively.

Note 5 - Credit agreement:

To partially finance the acquisition of Copstat Security, Inc. and Patriot Associates, LLC in 2004, the Company entered into a credit agreement (the "Credit Agreement") with a lender (the "Senior Lender") providing for a revolving line of credit of $4,000,000 (since increased to $16,000,000) and Senior Term A and Senior Term B loans. Borrowings under the line of credit were based on 85% of eligible accounts receivable, as defined in the Credit Agreement. The Credit Agreement was collateralized by all of the Company's assets.

Outstanding borrowings under the revolving line of credit bear interest at either the base commercial lending rate of the Senior Lender plus 3% or the London Interbank Offered Rate ("LIBOR") plus 4%. Outstanding borrowings under the Senior Term A and Senior Term B loans bear interest at either the base commercial lending rate of the Senior Lender plus 3.25% or the LIBOR plus 4.25%.

To partially finance the acquisition of Andrews in 2006, the Company amended its credit agreement with the Senior Lender and refinanced all amounts due thereunder with a new credit agreement (the "2006 Amended Credit Agreement") that enables the Company to borrow up to $45,000,000, consisting of a $10,000,000 revolving line of credit and a $35,000,000 term loan ("Term A Loan"). Borrowings under the line of credit are based on 85% of eligible accounts receivable, as defined. The 2006 Amended Credit Agreement is collateralized by all of the Company's assets.

During 2007, to partially finance the 2007 acquisitions, the Company amended its 2006 Amended Credit Agreement with the Senior Lender and refinanced all amounts due thereunder with a new credit agreement (the "2007 Amended Credit Agreement") that enables the Company to borrow up to $51,000,000, consisting of a $16,000,000 revolving line of credit, a $31,000,000 term loan ("Term A Loan") and a $4,000,000 term loan ("Term B Loan").

Outstanding borrowings under the revolving line of credit bear interest at either the base commercial lending rate of the Senior Lender plus 3% or LIBOR plus 4%. Outstanding borrowings under the Term A loan and the Term B Loan bear interest at the base commercial lending rate of the Senior Lender plus 3.25% or LIBOR plus 4.25%.

The line of credit facility expires on December 31, 2010. The outstanding borrowings at December 31, 2007 and 2006 have been classified as noncurrent liabilities because the Company has the ability and intent to repay such borrowings more than one year from that date.

Note 5 - Credit agreement (continued)

The terms of the 2007 Amended Credit Agreement include various covenants which, among other things, limit capital expenditures and the payment of dividends and require the Company to maintain certain financial ratios.

In 2007, the Company refinanced a subordinated loan agreement with another lender ("Subordinated Lender"). Borrowings under this agreement which matures on September 3, 2012, total $9,900,000 and $8,325,418 as of December 31, 2007 and 2006, respectively. Borrowings under the subordinated loan agreement bear interest at 15.5%.

The Company incurred closing fees and other issuance costs of approximately $112,500 and $1,698,442 for the years ended December 31, 2007 and 2006, respectively. Such costs have been capitalized and included in deferred financing costs, net of accumulated amortization on the accompanying consolidated balance sheets.

The Senior Lender is a member and owner of 1,000,000 common units and 580,815 Series B preferred units of Holding. The Subordinated Lender is a member and owner of 2,321,667 Series B preferred units. Interest of approximately $3,578,425 and $3,300,000 was paid to the Senior Lender and Subordinated Lender for the years ended December 31, 2007 and 2006, respectively.

The contingent subordinated note payable issued in connection with the Nagy acquisition (see Note 2) is subject to reduction or refund based on the attainment of certain revenue targets as defined in the agreement.

In connection with the acquisition of ATS the Company has issued a subordinated note payable to the sellers representing the amount of an earn-out provision amounting to $2,195,515, which has been reduced by $645,000 related to a legal settlement in 2007 for a pre-acquisition contingency (see Note 2). The note bears interest at 8.25%.

Note 6 - Long-term debt:

Long-term debt consists of the following:

	2007	2006
Term A loan payable in quarterly installments (as stipulated in the agreement) through March 17, 2012 plus interest ranging from prime plus 3.25% to LIBOR plus 4.25% at December 31, 2007 (9.12% as of December 31, 2007) (see Note 5)	$30,250,000	$30,220,000
Subordinated debt, payable on September 3, 2012 plus interest (15.5% at December 31, 2007) (see Note 5)	9,900,000	8,325,418
Revolving line of credit through December 31, 2010, plus interest ranging from prime plus 3% to LIBOR plus 4% (10.25% as of December 31, 2007) (see Note 5)	11,700,060	3,530,000
Subordinated unsecured noninterest bearing note payable to seller (Copstat Security Inc.) in annual installments through June 30, 2009. Interest imputed at 6% (see Note 5)	850,000	850,000
Term B loan payable in quarterly installments (as stipulated in the agreement through March 17, 2012 plus interest ranging from prime plus 3.25% to LIBOR plus 4.25% at December 31, 2007 (10.5% as of December 31, 2007) (see Note 5)	4,000,000	
Subordinated unsecured note payable to seller (Nagy Protection Services, Inc.), plus interest at 10% to seller of Nagy (see Note 5)	1,000,000	
Subordinated unsecured note payable to Seller (ATS), plus interest of 10%. Note payable reduced by settlement treated as offset to note (see Note 5)	1,550,515	
Totals	59,250,575	42,925,418
Less unamortized debt discount	18,157	20,501
	59,232,418	42,904,917
Less current portion	4,042,378	3,093,433
Totals	$55,190,040	$39,811,484

Note 6 - Long-term debt (concluded):

Principal payment requirements on the above obligations in each of the five years subsequent to December 31, 2007 and thereafter are as follows:

Year Ending December 31,	Amount
2008	$ 4,042,378
2009	4,039,465
2010	16,075,060
2011	14,250,000
2012	20,825,515
Total	$59,232,418

Note 7 - Interest rate collar:

The Company has an interest collar with a financial institution whereby the Company may either pay or receive amounts based on the difference between its rate of interest on the Term A loan (9.12%) and a floor of LIBOR plus 4.25% or a ceiling of LIBOR plus 6.30%. The notional amount of debt covered by the agreement is $14,000,000. The collar is settled quarterly, marked to market at each reporting date and all unrealized gains and losses are recognized in earnings.

Note 8 - Income taxes:

The components of the provision for income taxes for the years ended December 31, 2007 and 2006 are as follows:

	2007	2006
Current tax expense - Federal	$1,554,890	$ 955,829
Current tax expense - state	551,690	344,314
Deferred tax expense (benefit) - Federal	(577,565)	520,227
Deferred tax expense - state	57,655	33,122
Totals	$1,586,670	$1,853,492

The change in the valuation allowance was $109,465 and relates to state and local net operating losses.

Note 8 - Income taxes (concluded):

The components of current and long-term deferred tax assets (liabilities) as of December 31, 2007 and 2006 are as follows:

	2007	2006
Accounts receivable	$ 125,096	$ 130,260
IBNR - captive	771,794	906,201
Equipment and leasehold improvements	(83,855)	(178,842)
Intangibles	(12,305,237)	(12,602,839)
Cash to accrual conversion	(189,004)	(141,593)
State and local net operating losses	256,627	147,162
Other	423,769	-
Subtotals	(11,000,810)	(11,739,651)
Valuation allowance	(256,627)	(147,162)
Net deferred tax liabilities	$(11,257,437)	$(11,886,813)

	2007		2006	
	Tax Expense	Tax Rate	Tax Expense	Tax Rate
Income before taxes at federal rate	$1,191,726	34%	$ 616,545	34%
State taxes, net of federal benefit	292,703	8%	101,945	6%
Meals and entertainment	45,696	1%	35,736	2%
Exempt income			20,580	(1)%
Valuation allowance	109,465	3%	147,162	8%
Effect of conversion from LLC to C Corp			769,567	42%
Penalties and interest	107,634	3%	96,000	5%
Other	(160,554)	(5%)	107,117	6%
Totals	$1,586,670	44%	$1,894,652	102%

Note 9 - Members' equity:

Members' equity is comprised of 11,600,000 authorized Series A preferred units, 18, 603,838 authorized Series B preferred units and 17,375,000 authorized common units. The preferred units have voting and preferential distribution rights over the common units. The common units have limited voting rights and may not be transferred, sold or otherwise put back to the Company without the consent of the preferred unit holders. All members share in the profits of the Company in proportion to their total capital base.

Note 9 - Members' equity (concluded):

The change in members' equity for the years ended December 31, 2007 and 2006 is as follows:

	Preferred A		Preferred B		Common		
	Units	Amount	Units	Amount	Units	Amount	Total
Balance, January 1, 2006	11,600,000	$13,763,048			3,700,000	$12,257	$13,775,305
Issuance of preferred B units			9,061,132	$10,350,000			10,350,000
Issuance of preferred B units or acquisitions			7,791,698	8,900,000			8,900,000
Stock-based compensation				34,099			34,099
Net loss		(40,124)					(40,124)
Balance, December31, 2006	11,600,000	13,722,924	16,852,830	19,284,099	3,700,000	12,257	33,019,280
Issuance of preferred B units			1,751,008	2,000,000			2,000,000
Stock-based compensation				187,524			187,524
Net income		1,920,781					1,920,781
Balance, December 31, 2007	11,600,000	$15,643,705	18,603,838	$21,471,623	3,700,000	$12,257	$37,127,585

Note 10- Restricted unit and option plan:

Effective June 7, 2004, the Company adopted a restricted unit plan (the "2004 Plan") providing for the granting of options or unit purchase rights to acquire up to 1,700,000 restricted common units. During 2005, the plan was amended and the total units authorized for issuance was increased to 2,075,000. The following table summarizes changes in the restricted unit activity under the 2004 Plan:

	2007	2006
Purchase rights outstanding, beginning of year	1,900,000	1,770,000
Granted	60,000	140,000
Forfeited		(10,000)
Purchase rights outstanding, end of year	1,960,000	1,900,000

Additional information regarding the restricted unit purchase rights outstanding as of December 31, 2007 and 2006 is as follows:

Year	Exercise Price	Number Outstanding	Weighted Average Remaining Contractual Life in Years	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
2007	$.001	1,960,000	1.00	$.001	1,613,124	$.001
2006	$.001	1,900,000	1.92	$.001	1,086,042	$.001

Effective March 1, 2006 the Company adopted a unit plan (the "2006 Plan") providing for the granting of options or unit purchase rights to acquire up to 729,560 Series B Preferred Units. In 2007, the 2006 Plan was amended to provide for the issuance of 819,560 unit rights. The following table summarizes the activity under the 2006 Plan:

	2007	2006
Options outstanding, beginning of year	364,420	
Granted	305,360	364,420
Options outstanding, end of year	669,780	364,420

In 2007 and 2006, the Company granted 305,360 and 364,420 options to acquire Series B Preferred Units to key members of management at an exercise price of $0.60 and $1.14 which vest over three to four years. The fair market value of such options, as determined by an independent appraiser, was $2.09 and $.43 in 2007 and 2006, respectively.

Note 10- Restricted unit and option plan (concluded):

As of December 31, 2007, the total compensation cost related to unvested unit right and option grants granted to employees under the Company's restricted unit and option plan but not yet recognized was $648,485. This cost will be amortized on a straight-line over a weighted average term of 1 to 3 years and will be adjusted for subsequent changes in estimated forfeitures.

The Company recorded compensation expense of $188,000 and $34,000 for the years ended December 31, 2007 and 2006, respectively.

Additional information regarding the 2006 Plan as of December 31, 2007 and 2006 is as follows:

Year	Exercise Price	Number Outstanding	Weighted Average Remaining Contractual Life in Years	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
2007	$0.60 - $1.14	669,780	2.96	$0.98	215,998	$1.02
2006	$1.14	364,420	3	$1.14	91,195	$1.14

Note 11- Related party transactions:

Effective June 7, 2004, the Company entered into a management services agreement with certain members for corporate development and financial advisory services to be provided to the Company. The agreement was amended in March 2006 and provided for annual fees of $600,000 for 2006, $500,000 for 2007 and $600,000 each year thereafter for a term of six years. Management service fees amounted to $500,000 and $400,000 for the years ended December 31, 2007 and 2006, respectively. In addition to management fees, during 2006 the Company paid approximately $1,513,000 in closing fees to certain of its members in connection with the ATS acquisition.

Note 12- Lease commitments:

At December 31, 2007, the Company is obligated under noncancelable operating leases for its premises which expire at various dates through 2012. Rent expense amounted to $1,541,491 and $1,027,129 for the years December 31, 2007 and 2006, respectively.

Note 12- Lease commitments:

Future minimum rental payments under the operating leases in each of the five years subsequent to December 31, 2007 are as follows:

Year Ending December 31,	Amount
2008	$1,164,995
2009	948,130
2010	848,587
2011	546,267
2012	286,642
Total	$3,794,621

Note 13- Contingencies:

The Company is involved in various claims and legal actions arising in the ordinary course of business. Management is of the opinion that the ultimate outcome of these matters would not have a material adverse effect on the Company's consolidated financial position or results of operations.

Note 14- Bonus compensation:

Employment agreements:

The Company has employment agreements with its executive officers, the terms of which expire at various times through March 2011. Such agreements, which have been revised from time to time, provide for minimum salary levels as well as for incentive bonuses and benefits that are payable in cash, as determined by the Board of Directors, if specified management goals are attained. The annual minimum salary commitment under these agreements is approximately $2,090,000.



Proposed Staffing and Organization: Proposers shall provide specific information about the key management personnel who will be responsible for and assigned to perform the contract administrative and requested security services work. The original selection of a contractor will be based in part on the qualifications of the specific firm's key personnel named in the proposal. The City reserves the right to approve, in advance, any changes in personnel or levels of personnel commitment to the services contracted.

To ensure that all account specifications are met satisfactorily and in a timely manner, the City of Los Angeles security contract will be managed by our Burbank, California operating location. Andrews International assures City of Los Angeles that all employees are licensed to provide uniformed security officer services according to state requirements. Employees are processed and deployed from our Burbank office:

Andrews International
455 N. Moss Street
Burbank, CA 91502
Tel: 818.487.4060
Fax: 818.487.4061

The City of Los Angeles account will be supported by a strategically formed management team. Account management and supervision are essential to a successful operation. We are selective in hiring personnel at this level and provide close linkage between management and executive leadership in the company. Local management representatives have direct support of AI's executive staff, thus providing high-level management access and immediate response to client account needs. By having account management strongly linked with executive leadership, we ensure quality, responsiveness and attention to important client details.

Customer service is provided by our account management and executive management teams. John Nagy, Vice President, will be the account executive lead and will be the high-level point of contact to manage the business relationship with City of Los Angeles. An executive lead provides an elevated level of support to the regional and local management teams and will coordinate with City of Los Angeles to meet enterprise objectives, such as service expansion and added capabilities beyond the current scope, e.g., consulting and investigations, special event security, emergency response, etc. Mike Moen, Vice President of Operations, will have oversight of the account at the local level. Mike will be the high-level manager of the dedicated staff and will coordinate with City of Los Angeles to ensure successful account operations and delivery of services that meet and exceed KPI's and objectives.

A contract manager will be assigned to provide administrative and operational oversight of the City of Los Angeles account. The contract manager will be responsible for ensuring the account is fully staffed with qualified personnel and will implement metrics to track the training and performance of personnel in accordance with contractual requirements. The contract manager will coordinate with the vice president of operations and post commanders to ensure a consistent approach to administration and training at each site location. Local account issues will receive immediate support and attention with the "on the ground" management team lead by on-site post commanders and supervisors. The contract manager, in coordination with post commanders, will be responsible for the oversight, coordination and delivery of services into each post location. The contract manager will report to the vice president of operations.



The Burbank office will provide regional administrative and operational support, staffing and training. The management structure at the regional level includes a vice president, human resources manager, training administrator, operations manager and field supervision. Employees will be processed and trained on the local level. Local HR and training efforts are also supported by our corporate HR department and state-of–the-art training division in Burbank, California.

Continuous supervision by experienced supervisory personnel is a part of the professional security program provided to all clients. In addition to post commanders/on-site supervisory staff, field supervisory staff will provide support and leadership to the account on a daily basis. Supervisory personnel have demonstrated leadership abilities and experience, as well as development training. Supervisory staff will provide daily coaching and retraining to reinforce policies and procedures; employee development, counseling, and disciplinary action, when necessary; and will continuously evaluate the security program and revise post orders, as necessary.

In addition, Andrews International's Client Support Center (CSC) consists of a staff of live operators 24/7. Calls coming into the center are dispatched to the appropriate operating location. Field supervisory coverage is provided by our client support center. Field supervisors are also utilized as cross-trained back-up officers and a resource to the site in the case of a sudden call-off or extra service need.

Key Management Experience

Mike Moen

Vice President of Operations and Business Development

Michael Moen joined the corporation in 2005, through the acquisition of HMI Associates. Mike is the facility security officer, for the company. As such, he has oversight of all accounts dealing with government contracts and government contract compliance. He is also responsible for ensuring the proper licensure of security officers assigned to such accounts.

Prior to his role with Andrews International, Mike was chief financial officer of HMI Associates. His previous public security experience includes homicide detective work, as a Los Angeles Police Department Detective Supervisor.

Mike is licensed as a private patrol operator and is a member of the Southern California Fraud Investigative Association and the California Association of Licensed Investigators. Additionally, he has completed the Drug Enforcement Administration Instructors Course and many other public and private industry security certification programs.

John Nagy

Vice President, Operations & Business Development

John Nagy joined Andrews International when his company, Nagy Protection Services, was acquired by Andrews International in November 2007. As vice president of the Van Nuys/San Fernando Valley Region of Andrews International, John's responsibilities include oversight of the region as well as anti-piracy operations, the Burbank Client Support Center (CSC) and the Business Support Unit (BSU); which encompasses the mobile field supervisors/small account



management teams and dispatch operations in southern California. As executive leader of this process, John works to create inter-operability and redundancy between the CSC and dispatch operations in the new Van Nuys office of the company. John also provides direct oversight for all aspects of the uniformed security services contracted to the Walt Disney Company.

Prior to developing a successful private security enterprise, John enjoyed a 23-year career with the Los Angeles Police Department, where his campus protection experience began in the Juvenile Division and DARE Programs. John was also a command pilot with the Los Angeles Police Department Air Support Division, with over 10,000 flight hours logged.

John is a frequent guest lecturer on topics pertaining to preventive security measures, employee relations and protection of private schools and is a member of the American Society for Industrial Security (ASIS).

MIKE CANTRELL

Michael Cantrell joined Andrews International in September of 2001. He is responsible for operations of Andrews International's entertainment industry accounts, as well as firearms training through the Andrews International Training Center.

Prior to joining Andrews International, Michael held a number of high profile executive management positions, both in the motion picture entertainment field and the defense industry. Michael's executive management experience began with TRW Space & Defense Division as manager, physical security. In this capacity, Michael managed a physical security department of 18,000 employees located in fifty-six facilities in the Los Angeles area, and seven other facilities nationwide, with over 400 personnel under his direct control.

After nearly eight years working with classified government programs, Michael moved to the entertainment security sector, accepting a position with Sony Pictures Entertainment, Inc. at the Sony Pictures Entertainment world headquarters in Culver City, California. During his 11-year stay, Michael attained the position of vice president, corporate security & fire/life safety, with global responsibilities. In this capacity he managed a number of multi-million dollar budgets, developed a staff of over 200 personnel, and had direct responsibility of investigations, executive protection, threat management, uniformed division, traffic division, special event logistics, technical security services, command central, emergency operations center and emergency preparedness department.

Concurrent with his executive management position at Sony Pictures Entertainment, Michael reinstated his active status with the Culver City Police Department in 1995, and is a licensed firearms instructor with the police department. His expertise and involvement with the Bureau of Security and Investigative Services as a security/firearms expert, garnered him a position with the BSIS Special Expertise Committee tasked with the responsibility of revising and implementing a statewide improved firearms manual and training program for the security industry.

Michael began his career as a graduate of the Los Angeles County Sheriff's Academy and served as a police officer for the city of Culver City, California, where he worked in the patrol division and served as a field training officer. He has utilized his many years within the entertainment industry to help provide Andrews International's growing list of high-profile motion



picture clients with unparalleled entertainment security consulting, on-site management, and staffing.

California Governor Arnold Schwarzenegger recently announced the appointment of Michael Cantrell, Vice President of Operations for Andrews International, to the Private Security Disciplinary Review Committee (South), in December 2008. The appointment was based on Cantrell's more than 30 years in public law enforcement and private security including serving as director of special operations for the Central Bureau of Investigations in Los Angeles and as a police officer for the Culver City Police Department, as well as positions as vice president of corporate security and fire & life safety for Sony Pictures Entertainment and manager of physical security services for TRW Space and Defense which is now known as Northrup Gruman.

MARLA GIBSON

Executive Director, Human Resources

Marla Gibson will provide Corporate Human Resources support to the account. Marla will be involved during the transition process and as needed throughout the contract tenure. Marla heads AI's mobile processing team and travels to account locations to ensure seamless start-ups – assisting with recruiting and processing of employees.

Marla Gibson began her career with AI in July of 2005. As executive director of human resources, Marla is responsible for providing human resources support to more than 40 states and 100 corporate accounts operated by AI. Her role includes ensuring managers and supervisors adhere to company policy and HR regulations in hiring/termination processes; assisting in the investigation and resolution of employee grievances and coordinating processes of responding to complaints. Marla also develops recruiting strategies for corporate level and field level positions and has oversight and management of all aspects of recruiting for the company. The HR department includes benefits administration for 7500+ employees nationally and provides training to managers (remote/local) on operations and HR policies. Marla oversees AI's human resources management and administrative staff on a national level.

Marla brings to her position 10 years of experience in recruiting and staffing management. Previous to her career with AI, Marla was the regional human resources account manager for a staffing company and an executive recruiter for high-level professionals for a variety of companies in the Los Angeles area.

Marla has a Bachelor of Arts in Psychology from San Diego State University and is pursuing a Masters in Organizational Management.



MIKE LIPPIATT
Director of Training

Michael Lippiatt will manage the training programs developed and implemented for the account. He has direct oversight of the corporate training program for all company employees.

Michael joined AI in 2002, as an officer for one of our major client accounts, and was promoted up through the ranks to project manager and account training manager. In 2005, Michael transferred to the corporate training operation and currently manages AI's Training Division.

Michael first began his private security career in 1988 and has since amassed 20 years of security, law enforcement and military experience. His training career began in the United States Army, where he served for eight (8) years as both an Infantry Soldier and Military Policeman. Michael has developed training doctrine for the Army and has continued so with AI.

Michael is extensively involved with design and coordination of AI's state-of-the art web-based training program, Intellum. He has oversight of audio-visual training material development and testing formats.

ROGER ANDREWS
Executive Vice President

Roger Andrews has been a part of the company since its inception as in 1988. He became executive vice president of the company when Advanced Tech Security merged with Copstat LLC to become Andrews International.

Roger is instrumental in managing the financial backbone of the company; including the billing department, accounts payable, medical, dental and 401K plans, as well as the procurement of office locations and equipment. He assists in overseeing payroll operations ensuring that the 1200 hundred West Coast employees of Andrews International receive compensation in an accurate and timely manner. Roger has contractual authority to bind Andrews International. Contractual authority to bind the company resides with our CEO, COO, and Executive Vice President.

In addition to his career at Andrews International, he brings to the position ten years of experience with the Los Angeles Police Department. He also has extensive retail business knowledge gained from his previous role as regional manager for 130 retail stores. Roger's professional experience includes loss prevention, employee relations, marketing, and sales.

TY RICHMOND, CPP, CFE
Chief Operating Officer

Ty Richmond is chief operating officer of Andrews International. As such, he is responsible for the operational and financial performance of all Andrews International business units/services generating from the West Coast operations. This role also includes growing the company by service/geographical expansion, strategic planning, marketing and sales/ business development; as well as overseeing relationship management for a variety of client partnerships outside of



Other Requirements: The proposer is directed to *RFP page 13, Section IV Contractor Personnel Requirements,* for specific related position requirements corresponding to Unarmed, Armed, and Professional Security Officers at City facility locations.

IV-1. Contractor Security Service

Andrews International's proposal includes all labor, equipment, vehicles, bicycles, protective equipment, guard tour management systems and supplies to successfully perform the security services specified in the RFP.

As described in our work plan, Andrews International will provide security service personnel who are properly trained, qualified, and/or certified, and who meet the minimum requirements and qualifications called for in the contract. All employee candidates will be interviewed and thoroughly screened to determine qualifications. Candidates will be submitted to the City for review, interview and approval prior to assignment, if desired.

Our proposal is inclusive of necessary vehicles, insurance and maintenance to conduct required patrol services. All officers assigned to patrol duties will have a satisfactory Department of Motor Vehicles driving record and will be trained on safe driving on City property.

IV-2. Package of Minimum Qualification

Andrews International will meet the background screening requirements defined by the RFP for personnel assigned to the City. However, we strive to maintain and protect privacy of every employee by minimizing the release of confidential information. We will only commit to providing results of our employees' background investigations with employee consent. In our efforts to mitigate any co-employment exposure on the part of the City, we would like to further examine this requirement and its implications on both parties.

IV-3. Physical Examination

Candidates assigned to City facilities will be in good general health without physical defects or abnormalities which could interfere with the performance of assigned duties. A pre-employment physical examination that meets the requirements of the City will be a part of the employee screening process. Due to the sensitive and confidential nature of medical exam results, we would like to further discuss any requirements to provide the actual medical records of our employees to the City; however, we will provide a statement from the examining physician that the exam was completed and met standards to the City, upon request.

IV-4. Criminal Background Check

A thorough criminal background check is a standard contingency of employment at Andrews International. Applicants must meet the following initial qualifications to be considered for employment.

- 18 years of age, unarmed; 21 years of age, armed
- Proof of High School Diploma or GED
- Proof of U.S. citizenship or equivalent work documentation
- No criminal convictions
- Drug-free
- Appropriate physical condition to perform job duties
- Stable employment history



- Honorable discharge, if military
- Integrity of character
- DMV record with no more than three moving violations in the past three years
- Must be able to speak, read and write fluent English
- Must meet all state guard card licensing requirements and have possession of a valid guard card while on duty

Initial Selection

All candidates must complete a detailed application and interview. Interviews are extensive and include evaluations of appearance, attitude, demeanor, mental alertness, general intelligence, integrity, interpersonal communication skills, specific job-related qualifications, job knowledge, and career objectives.

Employment History and References

A thorough investigation of previous employment is conducted on all candidates considered for employment with Andrews International. Subjects investigated include absenteeism, tardiness, conduct, job performance, and reason for separation from previous employers (i.e. voluntary or involuntary). We also make inquiries, both by telephone and in writing, of the applicant's prior employers and personal references.

Background Screening

Criminal background checks are completed on all candidates considered for employment with Andrews International and each inquiry is evaluated to ensure the highest quality candidates are accepted. A social security trace is a primary step in background screening. This trace acts as a measure of applicant honesty, identifying and revealing names associated with a specific social security number as well as past and present addresses (residential history). Andrews International examines the records in the applicant's county (or counties) of residence(s) for the past seven (7) to ten (10) years, or otherwise as required by our client.

Driving Record

Additionally, we will check the driving record of all applicants considered for employment. While not all personnel drive in the course of their job duties, a poor-driving record can be indicative of the applicant's overall responsibility level. Any applicant considered for a patrol position, or who may operate a vehicle while on site, must have no more than three (3) moving violations over the past three (3) years.

Drug Test

All candidates considered for employment must pass a 5-panel chemical test and analysis for the detection of illegal use and/or abuse of controlled substances. In addition to pre-employment screening, testing is also conducted for reasonable suspicion, post accident, and on a random basis.

Physical Exam

Andrews International will require a physical exam by a licensed physician for all candidates for the City. Additionally, psychological screening and a credit history report can be conducted if the job responsibilities dictate the need; or as requested by the City as a part of the contract requirements.



Continued employment is dependant on successful completion of pre-assignment training and testing. Once a candidate has been approved by human resources management as a qualified Andrews International employee, a match of personality traits and technical skill set will determine the account for which the candidate is recommended. However, the final placement is not completed until the site supervisor, project manager and/or the City interviews and approves the candidate for assignment.

IV-5. Licenses and Permits

All required licenses and permits will be maintained in the contract security officers and field supervisors personnel files and available to the City for review.

IV-6. Literacy (English)

The interview process and application are geared to ascertain literacy skills and all security officers will have the ability to read, write grammatically, speak and understand English, as well as be able to prepare and compose reports that convey complete information and are presentable for management and/or potential litigation review. Report-writing is a topic covered in detail as part of the basic new-hire training process and re-iterated within continuing education training modules and on-site training throughout the term of the contract.

IV-7. Bilingual Skills (English/Spanish)

Andrews International understands the need for bilingual skills at some facilities and is capable of providing officers with these skills as needed.

IV-8. Presentation of Documents

Security officers will maintain required licensing and documentation of certifications on their person at all times while on duty and will present such documentation to the Contract Administrator on demand. Any employee found without appropriate documentation will be immediately removed from post.

IV-9. Type of Security Officer Personnel and Requirements

Personnel requirements for the following positions will be met as outlined in the RFP. Andrews International hires based on need and targets candidates to the requirements of the contract. Candidates submitted for assignment will possess the requisite experience level and licensing for each position.

- *Unarmed Security Officer*
- *Unarmed Security Officer (PC-832 Course Qualified*
- *Armed Security Officer*
- *Armed Security Officer (PC-832 Course Qualified)*
- *Professional Security Officer*
- *Post Commander/Supervisor*
- *Field Supervisor*

IV-10. Regulations Regarding Weapon Safety

The City's regulations regarding weapon safety will be strictly adhered to. Andrews International has a robust firearms training program, developed and conducted through our proprietary, state-



of-the-art training center and range in Burbank, California. AI's Firearms Policy Statement follows:

Firearms Policy Statement

Andrews International, (Company) is committed to maintaining a safe and secure environment in the conduct of security, investigations, or other associated security related activities.

The policy provides governance of operating practices to be applied to Company employees, alliance partner personnel, vendors, or other associates while employed by or affiliated with work performed by Company. Further, the policy is designed to provide assurance of care, custody, and control of firearms through management of risk.

The policy establishes that only employees authorized by Company may possess a firearm during the performance of work except as authorized by the Company. No other Company employee, contractor, or vendor shall be authorized to possess a firearm on the work site for personal or work purposes. Individual possession of a valid guard card, license, or permit to carry or possess a firearm is not deemed authority to carry, transport, or possess a firearm while on Client property, company business or in performance of work.

To support the policy the Firearms Manual has been developed as a minimum standards framework for care, custody, and use of firearms. Standards are subject to modification to meet specifics of geographic cultural or legal requirement, or particular jurisdictional requirements.

Personnel Selection and Qualifications

To qualify as Company employee as an armed security officer candidates must meet all jurisdictionally established criteria as well as the following baseline qualifications:

- Meet locally established legal age requirement to qualify as an armed security officer
- High school diploma or equivalent
- Command of English language reading, righting, and speaking skills
- Must not have a criminal record[1]
- Satisfactorily complete a background screening process consistent with work requirements, i.e. criminal history, verification of employment history (5 years)[2]
- Any/all falsification or deletion of history, statement of fact, other misrepresentation uttered or written during the application process as an armed security officer will disqualify the candidate and be cause for removal and termination of employment at any time
- Possess/Obtain a valid guard card and/or other approved local jurisdiction required licensing or permit[3]
- Pass pre-employment drug screening[4]

Standards Summary

[1] Felony, prohibited misdemeanor, domestic violence conviction, deferred adjudications, or no contest pleas.
[2] Character references, driving history as required.
[3] Individual shall be responsible for maintaining and renewal of guard card or other licensing
[4] Zero tolerance policy. Submit/pass random drug screening.



As authorized, Company employees who possess/carry a firearm or other weapon must comply, at a minimum, with the following standards:

General

- Complete the Company approved firearms training course
- Complete (maintain) semi-annual qualifications[5]
- Valid guard card, license, or permits as required by local requirements or statute[6]
- Firearms
  - Personal property of the individual officers[7] as approved by Company[8]
  - Firearms are subject to inspection by Company supervisor(s) or management on demand
- Only ammunition approved by law/statute or Company shall be used in performance of work

Carrying of Firearm

- Firearms shall be loaded and unloaded off Client property
- Firearms shall be carried in a holster or other approved carrying device, only
- Firearms shall AT ALL TIMES be in the holstered position
- No Company employee shall remove a firearm from it's holster or other carrying device while on a work site with the following exception:
  - Authorized performance of work
- Company employee(s) may remove a firearm from it's holster or other carrying device while off Client property
  - For inspection or repair purposes
  - For safekeeping when the carrying of the firearm is prohibited
  - Firearm transportation and storage shall be in accordance with state or local jurisdiction guidelines
- When removed from the holster for inspection, repair, and safekeeping, the firearm will be unloaded and checked to ensure all rounds are immediately removed from the chamber and shall not be reloaded until immediately prior to re-holstering the firearm.

Use of Firearm

- No Company employee is authorized to discharge a weapon
  - As a warning shot
  - At a moving vehicle
  - In the humane killing of an animal. (Contact humane or other regulatory agency as appropriate)
- Use of force may only be applied when an officer reasonably believes that he/she, or another person is in imminent danger of serious physical injury or life threatening risk.
- Firearms will not be discharged at fleeing persons where the threat of injury or death has been eliminated by the fleeing of the perpetrator/individual
- No Company employee may employ or use any firearm or other weapon when use creates a risk to injury or welfare of bystanders
- In the event of an accidental or intentional discharge of a firearm, as circumstances allow the firearm shall be rendered safe and returned to a holstered condition. The spent casing(s) and all unloaded/unspent ammunition shall be retained and provided, on demand, for the purposes of conducting an investigation
- All instances of use of the firearm will be reported immediately to the employee's Company Supervisor and Company Senior Management, as designated.

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[5] Comply with all local requirements that may require more frequent qualification

[6] Where no other requirements exist the Company standard will be met as a minimum.

[7] Unless provided by Company

[8] Unless required by local jurisdictions or stipulated by Client



Smoking is not allowed in any enclosed area of the facility or in the presence of the general public or clients. Employees are only permitted to smoke while on a Company approved rest period and out of the publics or clients eyes.

IV-13. Soliciting

AI will inform Security Officers of the City's non-solicitation policy prior to commencing work under this Contract. In order to ensure efficient operation of the Company's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Company property. The Company has enacted rules applicable to all employees governing solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

IV-14. Uniforms, IV-15 Cleanliness and Neatness, IV-16 Personal Appearance

Visual impressions that convey command presence are vital to security objectives. The appearance of our security officers is the most obvious impression of quality and our security officers are a direct reflection of Andrews International and our clients, while on post. A respectable appearance establishes a sense of personal pride, confidence, and professionalism that augments the qualifications of Andrews International security officers.

Andrews International will meet all uniform and appearance requirements specified in the RFP. We will work with the City to tailor a combination of uniform styles that meets your unique requirements. Security officers are issued a full uniform set including short- and long-sleeve uniform shirts and uniform trousers, and applicable uniform accessories, as described further in our proposal. Security officers are issued inclement weather gear, flashlights, activity logs and other applicable equipment and paperwork.

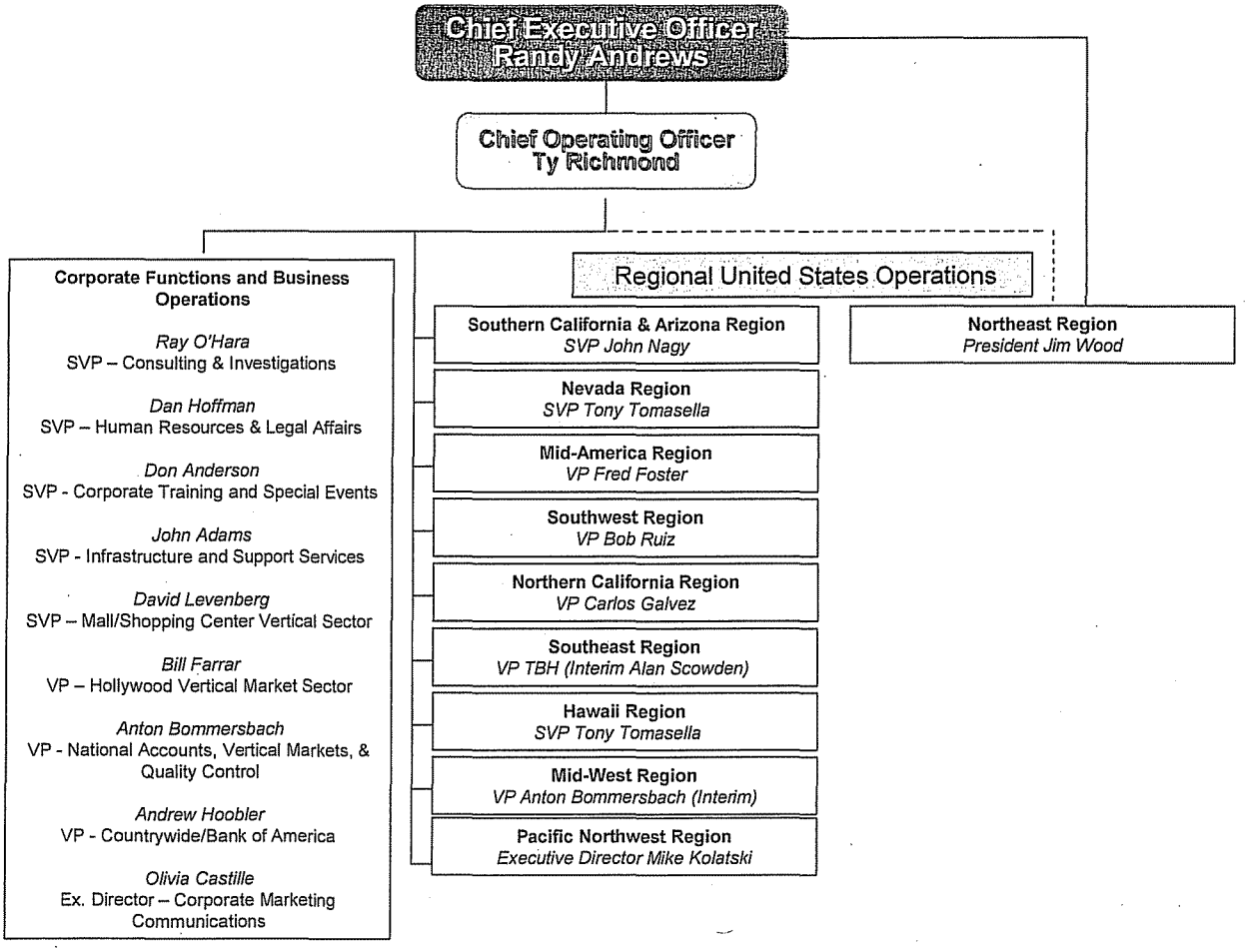
Security personnel are expected to dress and groom themselves in accordance with accepted social, professional and business standards. All officers will possess a serviceable uniform and the necessary equipment to perform uniform duty. Officers assigned to duty wherein a special uniform is required shall also possess the uniform required by their special assignment. All uniforms and equipment will be maintained in a clean, serviceable condition and will be ready at all times for immediate use.

Organization Chart: The proposal and ensuing security services contract shall include an organization chart that clearly delineates communication, report and authority relationships among company management staff.

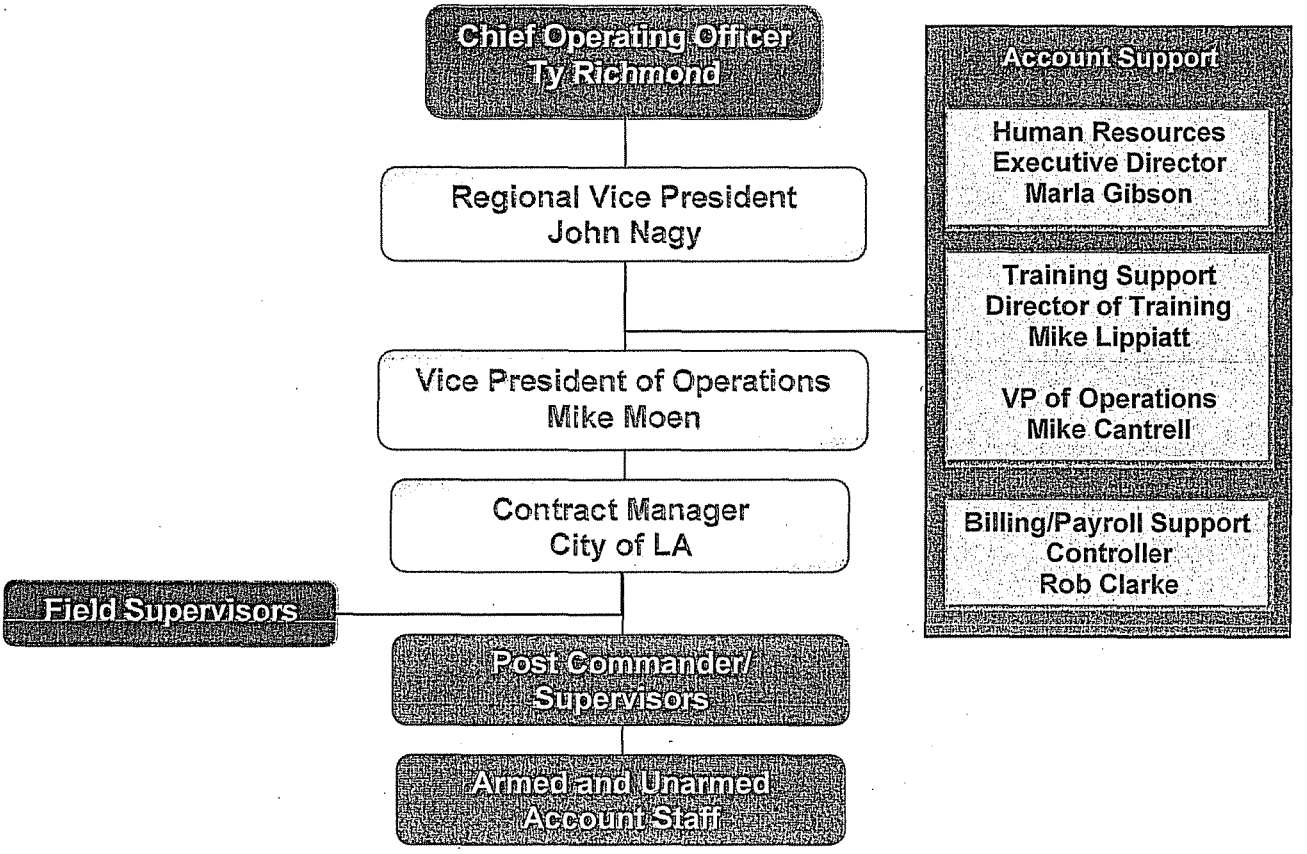
One of the core values and service differentiators of the Andrews International organization is the fact that our leadership/executive management team is directly engaged in daily operations and client relations. Our organizational structure is flat and senior decision makers are actively involved with account management, offering proactive support and responding to needs as appropriate.

Ten regions operate across the United States, with Los Angeles being the national headquarters. Each region has a "regional HQ" office led by a senior executive with profit/loss accountability and budget oversight for uniform security business and infrastructure in their respective region. Responsibilities include execution against defined business development and operational performance metrics. All regions utilize consistent business processes, templates and systems for business development, business operations implementation, performance management and reporting.

Operational Organization



Account Management Organization





WORK PLAN, QUALITY ASSURANCE PLAN AND TECHNICAL REQUIREMENTS
Overview: This section should establish the proposer's understanding of the City's objectives and security services requirements; demonstrate the proposer's abilities and capabilities to meet those requirements; clearly and concisely outline the plan for accomplishing the specified work.

WORK PLAN

We propose to accomplish the requirements of this RFP by providing security personnel who are carefully screened and selected for the City of Los Angeles account, properly trained for each job function, managed by a qualified and experienced strategic management team, and evaluated using our in-depth Quality Scorecard metrics. The services proposed herein will be managed and maintained by local operations with the support of experienced corporate resources. We will be committing local infrastructure, onsite management and administrative personnel and performance tools necessary to deliver the quality of support and value-added service offerings that meet the currently defined RFP requirements. Our service will be solutions-based; offering forward-thinking enterprise objectives and management strategies aligned with the corporate goals and objectives of the City of Los Angeles protection and risk mitigation program.

Andrews International will process, deploy and manage assigned personnel from our Burbank operation. A vice president for the region resides in this office, along with a director of operations, human resources manager, training director and field services supervisory staff. This local team of experts, backed by executive leadership with valuable experience in a public security environment, will ensure our service consistently meets the requirements of City of Los Angeles. Management will interview all candidates, whether new or retained, conduct background checks, and determine personality/integrity profiles before welcoming them to the Andrews International team.

During the implementation stage, Andrews International conducts a job task analysis for each post and job function of the account, at each service location. Job descriptions are developed based on job tasks, required skill sets, complexity of scope and environmental considerations. These job descriptions are provided to the regional human resources support personnel who source and hire for the account. Candidates are matched to the applicable job descriptions based on experience, qualifications and skill sets identified during the applicant processing and pre-assignment training stages. Prior to deployment, all assigned personnel will receive focused new employee and client-specific training using a blend of classroom and computer-based training.

Post orders will be developed or revised in coordination with the City based on the job descriptions and requirements of each post. Training modules will also be developed during the implementation phase and periodically updated to specifically address site responsibilities and client expectations for customer service and emergency response. After deployment, ongoing training modules will be introduced to ensure continued compliance with scope of service requirements and to promote personal development and professional growth. Site-specific programs to enhance training, including operational drills and employee safety will continue to be refined and delivered to account staff.

To ensure continuous quality at the account, the AI management team will work with onsite personnel to outline and implement service expectations and requirements for ongoing communication and incident escalation. Key performance indicators will be identified to establish quality goals for customer service operations. A process will then be developed to measure



performance specific to the requirements of the account, utilizing our performance scorecard. Andrews International has designed and implemented this evaluation tool specifically with the intent of capturing measurable performance data assessing actual service delivery. Performance measurements will be tabulated on a quarterly basis for evaluation by Andrews International and City of Los Angeles.

Andrews International is headquartered in the Los Angeles area and our highest concentration of staffing is in this area. As such, the Company has abundant resources to handle fluctuating staffing needs. We have established recruiting sources in the area to attract new employees as needed, as well as a pool of over 500 special event officers and 600 off duty and retired law enforcement resources on call for deployment in special circumstances. Our staffing and scheduling efficiency, combined with our communication structure, allows us the flexibility to respond with additional resources in a time of need. Our ability to respond to increased deployment needs or emergencies timely, thoroughly, and efficiently is based upon several factors:

- We utilize a computerized scheduling system that enables us to determine up-to-the-minute employee availability. The system also tracks training records so we can immediately identify those employees trained to work at a specific client location.
- All telephone calls and radio communications flow through our central Client Support Center in Burbank, California. Andrews International operators and dispatchers manage these calls 24 hours a day, 7 days a week. Our dispatchers continually verify work schedules, coordinate transport of officers as needed, and provide communications support to our managers and clients.
- While every client is unique and we do not utilize a "cookie-cutter" approach to program management, it is advantageous to standardize certain aspects of our proven processes. Standardizing these processes allows for the sharing of best practices and permits rapid assimilation into the existing security cadre when situations require a rapid transfer of expertise or manpower.



Work and Quality Assurance Plan: Describe as succinctly as possible how the firm would satisfactorily accomplish the work and the City's objective outlined in the RFP. If appropriate, the firm can describe tasks of work, which would represent milestones for measuring progress and compliance with City security services requirements.

Andrews International will meet the business requirement described in City of Los Angeles Security Services Request for Proposal by providing the following:

PERSONNEL

The level of competence displayed by security personnel is a direct function of the way they are recruited, selected, hired and retained. The AI selection process involves an effort on all fronts to attract capable applicants. Thorough screening and final interviews are conducted by a hiring team of managers and supervisors, along with intensive background investigations, screening for substance abuse, and interview processes. Line officers are selected from among carefully qualified applicants. Preference is given to armed forces veterans – especially those with military security and special operations experience – former police officers, and highly experienced private security personnel.

Account specifications are documented and shared with function leaders in finance, accounting, human resources and operations. Key timelines, deliverables and other account-required and sensitive activities are communicated via face to face meetings, documentation and re-occurring contacts. Experienced HR personnel will work with City of Los Angeles representatives to determine the optimal profiles for officers, shift supervisors and account management. We will recruit, hire, and assign personnel who possess qualifications and experience commensurate with the scope of services and complexity of the City of Los Angeles contract. Supervisory personnel will have demonstrated leadership abilities and experience with security leadership in an environment similar to City of Los Angeles. As desired by the City of Los Angeles, AI will give staffing priority to and focus recruitment efforts on all client-approved existing personnel for retention at the site. Existing qualified Andrews International personnel will be given consideration for transfer and promotion, and various recruitment channels will be utilized to fill any remaining positions.

We can receive staffing requests via phone, email, or fax. AI's Human Resource Department is notified of all upcoming assignments and open posts, including site locations and service requirements. Based on location and service requirements, the HR Department recommends existing staff or recruits through a variety of sources based on need. Newly-hired security officers undergo orientation, pre-assignment training, and are fitted for uniform before assignment to a post. Candidates are evaluated by the project manager, AI client service representative, and/or our client before deployment. For an immediate need, a cross-trained supervisor or flex officer would fill the post until a fully processed and trained replacement officer can be provided.

Staffing for each site/post is accomplished on the local level by designated operations/scheduling personnel in each region, coordinated with local account management. Schedules are entered into our web-based scheduling/payroll/billing system, Valiant. Weekly employee time sheets are compared with the Valiant schedule and updates are made on a weekly basis to reflect scheduling changes. Officers are provided a schedule upon assignment and although we try to minimize scheduling changes as much a possible, any changes to the schedule are communicated by site-supervisory and account management staff.

TRAINING

The Andrews International Security Officer Training Program consists of a combination of one/one, on-line and scenario/group training settings delivered through four distinct phases:

- Basic Training
- Client-Specific Training
- In-Service Training
- Supervisory/Leadership Training

Basic Pre-assignment Training

Basic training is a pre-employment requirement provided at no expense to the City. New employees are provided the fundamentals to become professional security officers. This phase of training includes, but is not limited to, the following subjects:

- Company orientation
- Powers of arrest
- Physical Security and Crime Prevention
- Observation and Documentation
- Criminal laws
- Communications
- Sexual Harassment and Diversity
- Use of Force
- Emergency Situations
- Hospitality
- Patrol and Fixed post techniques
- Fire Protection & Life safety
- Communications

First Aid/CPR/AED Training

Certified First Aid/CPR/AED training is administered to employees as a regular part of our basic training program.

Firearms Training

Andrews International maintains a comprehensive Firearms Policy supported by a robust Firearms Training Program which establishes the framework for proper care, custody and use of company-authorized firearms. The elements of our training program are detailed within a 142 page Firearms Training Manual used by our in-house certified firearms instructors. The contents of this training program are outlined as follows:

- Policies and Procedures
  - Policy Statement
  - Personnel Selection Qualifications
  - General Standards and Expectations
  - Use of Force Continuum
  - Reporting Procedures
- Firearms Instruction
  - Corporate Statement



- Registration Process
- Legal and Moral Aspects of Use
- Firearms Nomenclature
- Firearms Maintenance
- Firearms Handling and Shooting
- Written Exam Criteria

- Range Instruction
  - Preparation
  - Training
  - Emergency Procedures
  - Qualifying

Post-assignment / Site-specific Training

The second phase of our learning and development program is the indoctrination of the new security officer to the assigned work location. Site-specific training will be developed in consultation with the City to ensure critical topics are covered. Training may be delivered by supervisors or site managers, or other Andrews International personnel designated for this function.

In-service training will include specific requirements of the scope of services, as well as any duties which might be revealed by an assessment developed at the client location. When possible, on-site training records are kept at the location so that they can be easily accessed for auditing purposes.

Employees will be assigned at least eight (8) hours training on each post at the site, conducted by the site supervisor, shift supervisor, field supervisor or tenured lead officers selected by the post commander. Training will include the City general policies and procedures, post orders specific to each security post, and any other information deemed necessary.

Site specific training may include, but not be limited to:

- Client orientation
- Client Policies & Procedures
- Key Client personnel
- Post Orders
- Emergency Procedures
- Access Control
- Alarm Response
- Lock and Key procedures
- Patrol Duties
- Fixed Post Duties
- First Aid & Safety equipment
- Fire Safety equipment
- Communication Procedures
- And other topics as requested

Continuing Education

Security Officers receive regular continuing education and enhancement training through training and development newsletters, alerts, daily coaching, and other applicable means developed at the site to reinforce post orders and site-specific policies and procedures. Ongoing training provides officers with continual education to refresh skill sets and advanced training topics. Continuing education includes:

- Bi-weekly Training Bulletins
- Web-Based Training Modules
- Monthly / Quarterly Training Days
- Daily Shift Briefings
- Other required renewals and re-certifications

Ongoing Professional Development

The current course catalogue available to all officers through our learning management system, Intellum, contains more than 60 web-based and instructor-lead titles, including, but not limited to:

- Access Control
- Arrest, Search & Seizure
- Chemical Agents
- Chemical Agents Instructors Course
- Communications & its Significance
- Company Policies & Procedures
- Courtroom Demeanor
- Criminal Law
- Crowd Control
- Drivers Safety
- Effective Communications
- Evacuation Procedures
- Firearms Proficiency
- Fire Safety
- First Aid, CPR & AED
- First Aid, CPR & AED Instructors Course
- Handcuffing
- Handling Difficult People
- Liabilities and Legal Responsibilities
- Observation & Documentation
- Outstanding Customer Service
- Parking and Traffic Control
- Patrol Techniques
- Powers of Arrest
- Preserving the Incident Scene
- Public Relations
- Radio Procedures
- Report Writing
- Special Events
- Suicide Bombers/ Terrorism Awareness/ Weapons of Mass Destruction
- Trespass
- Use of Force
- Workplace Violence
- Telephone Etiquette
- Trespass

Training for the City account will be customized to meet the requirements of the scope of services. In addition to the current material in the course catalogue, customizable content can be added to meet the needs of the account.



Security Command Center Training

We have developed several training modules specific to the command center environment. These, in combination with training customized to the City security command center, will ensure that all officers have been trained and tested on their proficiency in command center functions at each account location.

We recognize that certain steps must be taken to evaluate talent and place people in positions that effectively maximize their skills, their interests and their potential. Security receptionist positions, mobile patrol officer and command center environments require very different skills, decision-making ability and personalities. If these personal attributes are not well aligned when considering placement, a high quality officer is still subject to fail, ultimately resulting in unnecessary performance deficiencies, morale issues and turnover.

While we continue to utilize traditional interview and screening techniques when determining post selection, we have also begun utilizing software that is designed to measure aptitude, memory recall, decision making and other areas of comprehension. We have purchased software used to screen, test and qualify personnel to work and operate in a complex dispatch and security operations center environment. The result is a comprehensive understanding of an individual's skills and abilities; leading to improved placement, performance and retention.

The software has customizable modules for dissecting and evaluating personnel on key skill set requirements that are needed in unique security operations center environments. Audio tests require that test takers listen over a headset instead of simply reading. Data is received from multiple sources and must be entered into defined data fields. To simulate the multi-tasking environment of call takers and dispatchers, additional decision-making scenarios automatically activate as other test modules are being administered.

The focus of this customizable program is to ensure we are placing competent and capable personnel in the control center operations through a program that measures and tests aptitude, memory recall, decision-making and computer-related multi-tasking abilities so highly coveted in this critical operating area.

Lobby Ambassador Training

AI has developed extensive customer service training as part of our Lobby Ambassador program. All officers assigned to lobby positions will participate in AI's Lobby Ambassador Training which includes:

- Part I - Access Control
- Part II - Outstanding Customer Service
- Part III - Telephone Etiquette

Supervisory Training

Employees moving into supervisory and field management roles must complete the following Supervisory Training modules within the first 90 days on the job:

- Leadership and the Role of a Supervisor
- Ethics
- Employee Performance Evaluations
- Time Management and Delegation



- Human Relations
- Corrective Action and Discipline
- Audits and Problem Solving
- Sexual Harassment
- Uniform Appearance
- Safety and Worker's Compensation
- Timekeeping
- Verbal Communication
- Use of Force Management

The new supervisor is closely mentored by his/her manager during an initial period and then inspected for compliance on a regular basis. We also encourage input from our supervisors and managers on a continuing basis so that we may provide new and updated information and materials.

Management LeadershipTraining

Managers are provided with training modules and manuals developed in-house, as well as outside resources to allow for world-class initial and ongoing training for the following management functional areas:

- Operations Management
- Human Resources
- Recruiting The Best Employees
- Customer Service
- Process Improvement
- Finance
- Project Management
- Controlling Unbilled Overtime

Learning Management System

All aspects of the Andrews International Security Training Program are administered through our web-based Learning Management System (LMS), "Intellum". The Intellum LMS is a system that is capable of managing both web-based training modules and traditional instructor-lead sessions, which deliver a learning experience that maximizes the officer's chances for success by delivering the right balance of education, involvement, and interactivity.

The training process, which combines classroom, audiovisual, web-based training modules and on-the-job training, spans the entire spectrum of knowledge required to effectively and efficiently function as a professional security officer or manager. Each phase of the training process is conducted by a higher ranking manager, dedicated trainer, or field officer. Completed training is documented and accessible to our clients for their review.

The Intellum LMS provides each officer a personal homepage from where they manage and track their training progress. From the home page, officers can access the course catalog, view the course details and enroll, or request authorization for any of the web-based applications, live instructor-lead sessions, or web seminars available to them. The officer is also provided a personal calendar of training events. Officers can enroll in scheduled courses directly from the calendar, allowing them to choose dates that are compatible with work schedules. Officers are able to view their own training history at any time. The officer's training history includes printable



copies of the training certificates that are issued for each course, providing the officer with tangible recognition for course completion. The officer's home page also provides alerts and other messages detailing assigned courses, course completion due dates, and authorizations for specific courses.

Supervisors are provided the ability to view the training history of their officers in real-time. With the detailed information provided, and the ability to tailor reports based on location and position filters, course filters, date ranges, completion status filters, etc., supervisors are provided a powerful tool in administering a successful training program. Supervisors also have the ability to assign courses to their officers, or set courses to "auto-enroll," as well as set due dates.

Training history reports are available to the client at any time, filtered to meet the specific information required. Report filtering can be as broad as every officer's complete training history, to one particular class for one individual or anywhere in between. Electronic reporting also provides added document security and cost savings benefits with reduced dependency on paper, printing costs, storage space, etc.

Uniforms and Equipment

We will work with City of Los Angeles to tailor a combination of uniform styles that meets your unique requirements. Uniformed security officers are typically initially issued a full uniform set including at least two (3) uniform shirts and two (2) uniform trousers. Uniforms at City of Los Angeles will consist of the following items, in the colors and styles required by each position:

a. Cap
b. Jacket
c. Contractor uniform Shirt and Trouser
d. White Crew Neck T-Shirt
e. Tie
j. Trouser Belt
k. Socks
l. Shoes
m. Boots

The uniform will be complete with appropriate accessories; tie bar, emblems, and shoulder patches; as well as badges and name-tags as appropriate. Security officers are also issued inclement weather gear, flashlights, activity logs and other applicable equipment and paperwork, as needed.

Equipment

All officers will be issued two-way communication devices, including cell phones or radios with ear pieces, as appropriate, with sufficient range to provide communications between all officers on duty at respective facilities. Unarmed and armed security officers will be quipped with pepper spray, handcuffs, baton and applicable accessories. Armed security officers will be equipped with appropriate firearm, ammunition, holster and accessories, as required by post.

Vehicles

Andrews International will provide five (5) patrol vehicles equipped with a security light bar, tool box, fire safety equipment, spare tire and any additional equipment needed to support all vehicular patrol duties at the City of Los Angeles account. Vehicles will be procured, insured, and maintained by Andrews International. All assigned patrol officers will be legally licensed to operate the vehicle, have an acceptable driving record and will be required to complete our internal driver safety training module. Vehicle costs will include maintenance and insurance, and be included in the composite bill rate proposed.



Andrews International will also provide five (5) bicycles, safety gear and maintenance equipment for the bicycle patrol officers.

Guard Tour Management System/GPS Tracking/Attendance Verification

Andrews International will provide a Guard Tour Management System that meets the City's requirements, capable of daily downloadable tour results acceptable to the City.

Direction and Support

Direction and support for the contract will be provided by a strategically formed management team, with a contract manager and post commanders/supervisors on all shifts to oversee the protection force and provide liaison with City of Los Angeles safety and security management. Experience indicates, however, that more direct links are needed between personnel in the field and AI management. The following steps will be taken:

- The contract manager and shift supervisors participate in AI leadership development programs. The contract manager belongs to the regional AI management team and reports directly to the account executive to assure focus and clarity. Senior corporate management regularly visits the project to establish a strong relationship of direction and support.

- Regular communications checks are made at each post to assure officer safety and adherence to post orders and contract requirements. The AI regional client service center, accessible by a toll-free telephone number and open 24 hours a day, is also available as a resource.

- Each protection officer on the project will be inspected regularly by the contract manager and post commanders and given written tests, drills and exercises.

- Contract management and supervisory personnel are selected through testing, interview results and verifiable leadership experience.

Retention of capable personnel is significant to our success and ability to provide the highest quality service. Compensation is not the only factor; direct involvement between each protection officer and senior management is also required to retain the most desirable personnel. To accomplish this, AI maintains a "flat" organizational structure with a realistic span of control, as illustrated in the organization charts presented previously in this proposal. The established Living Wage will be adhered to for all positions, at a minimum. In addition to superior wages, retention is encouraged by offering officers the following benefit package:

- **Training pay** - Officers are compensated at AI expense for all mandatory basic and continuing professional development training.
- **Holiday pay -** All full time officers are compensated at time-and-a-half for all designated holidays worked. The expense is contained within the standard billing rate and represents no additional charge.
- **401(k) -** Full-time officers aged 21 years and up are eligible for participation in AI retirement savings program.



- **Paid uniform -** All uniforms and equipment are provided at AI expense.

Implementation Plan

It is our goal to minimize interruption to the City's business operations by ensuring as seamless a transition as possible. Job-start procedures will be conducted systematically to ensure that all resources are in place. Once a contract is initiated, we will create a contract record which details the hours, staffing needs, equipment and basic scope of the project. The contract manager will then create a job schedule in our financial and labor management system. The system has the ability to keep a working database of employee names, numbers and posts that employees are qualified to work, as well as to ensure accuracy of security officer payroll checks and client billing.

PHASE I - Account Set Up:

The vice president will be the primary person to set up the terms of the new account with the City. This phase will include activities that involve establishing the terms of the contract and initial review and observation of the worksite to determine what is needed to service the account effectively. During this phase, support team personnel will be assigned to their respective tasks and will meet regularly with the vice president to ensure implementation of the new account start-up plan.

PHASE II - Recruitment/Officer Selection:

Our human resource department will be briefed on the staffing requirements and recruiting efforts will begin, targeting prospective employees specifically for the City of Los Angeles project. We hire employees based on need, so the City is assured that employees will be suited to the project requirements. Selected employees will be issued the proper uniforms and equipment. New-hire, classroom, and customized on-the-job training will be conducted.

Experienced HR personnel will work with County of Los Angeles representatives to determine the optimal profiles for officers, shift supervisors and account management. AI will make an effort to recruit all client-approved existing personnel for retention at the site. Existing Andrews International personnel working at other locations will be given consideration for transfer and our existing recruitment channels will be utilized to fill any remaining positions.

PHASE III - Operations:

The training and development stage of the plan will begin in phase III. Procedures for safety and staff development will be implemented, along with defining standard operating procedures. HR management will provide training on the company HR Manual and other key processes related to employee relations/processing.

PHASE IV - Implementation/Follow-up:

In this phase, the staffing plan is finalized and officers are uniformed and deployed on post. Executive leadership will be present during the initial 2-3 days of this activity. A daily "de-brief" will be conducted by executive and account management to measure progress and any needs of the operations.

Once the transition is complete and fully operational, the vice president and account manager will follow up with the client to solicit feedback on the operations performance. The performance



scorecard will be defined with input from City of Los Angeles and implemented to measure effectiveness of the account and the key performance measures. During the life of the project we will continuously evaluate our services by day-to-day monitoring of officers and processes and periodic internal audit procedures to ensure compliance with the contract.

In normal circumstances, we recommend a 30-day transition process for a successful start-up, although that time frame can be reduced in emergency situations and lengthened for large or complex applications. Transition activities include the following.

Transition Activities	Week 1	Week 2	Week 3	Week 4	Week 5	30 Days
Initial Award and Signed Contract	X					
Start Date and Time Determined	X					
Uniform Style Selected	X					
Review Current Personnel	X					
Tour Facility with CLIENT	X					
Observe Security Functions	X					
Review Post Orders and Security Policies	X					
Develop Job Descriptions for Each Security Position	X					
Training Requirements Reviewed and Revised	X					
Establish Safety Procedure and Plan	X					
Equipment Identified and Ordered	X					
Notify Incumbent Officers of Interview Process		X				
Recruit and Interview Potential Candidates		X				
Continue Review of Post Orders, Policies and Procedures		X				
Interview and Select Supervisors		X				
Selected Officers Start Orientation Program			X			
Develop Standard Operating Procedures for All Positions			X			
Develop Training Guide and Checklist			X			
Evaluate and Redefine Emergency Procedures			X			
Final Approval on Post Orders, Policies and Procedures			X			
Set Up Training Schedule				X		
On-Site Training of Post Commanders				X		
Process and Uniform All Officers				X		
Assign Schedules to Officers				X		
On-the-Job Training of Officers				X	X	
AI Assumes Control of the Account					X	
Quality Management Plan is Completed					X	
Develop Ongoing Training Program					X	
City Review					X	X

Quality Assurance Plan: The proposer shall develop, establish and maintain a Quality Assurance Plan to assure that the scope of work is performed and the requirements of the ensuing contract are met. The proposed Quality Assurance Plan shall become a part of the final contract and any subsequent amendments thereto are subject to the City's approval. A copy of the final, approved Plan must be provided to the Office of Public Safety Chief on the contract start date and also provide copies of approved changes to the Plan as they are approved.

Quality Assurance Plan

The cornerstone of our commitment to quality assurance is our **Quality Performance Scorecard**. Andrews International has developed and designed this report specifically with the intent of capturing measurable performance data in order to assess real service delivery. The scorecard consists of seven major categories, six of which are fixed criteria that contain two to three subcategories or service areas each. AI and the City will mutually agree on the focus areas. The scorecard will be designed to encompass the City's performance requirements, as defined in the RFP. These focus issues can be adjusted as needs and expectations change. Combined, these ten-plus subcategories contain the critical service areas that are evaluated monthly by management staff, and are the basis of the scoring system.

Key Measurement Categories and Subcategories *(Examples)*

- Staffing Support
  - Candidate Identification
  - Employee Retention
  - Professional Appearance
- Administrative Scheduling Performance
  - Non-Standard Hours
  - Forced Overtime
  - Extended Shifts
- Support Performance
  - Payroll Accuracy
  - Billing Accuracy
  - Personnel Inspections
- Training Performance
  - Training Compliance
  - Training Frequency
  - Training Results
- Documentary Performance
  - Documentary Accuracy
  - Documentary Productivity
  - Inventory Control
- Staff Performance
  - Individual Performance Counseling
  - Customer Service Feedback
  - Internal Service Feedback
- Cost Management
  - Operating cost/square feet of protected real estate
  - Operating costs/total number of security officers deployed



Each of the areas is assigned a point scale ranging from 1-5, which allows for a pass/fail threshold. Anything below this total would require analysis of the data resulting in plotting an immediate corrective action course.

The greatest value of the scorecard is that it not only grades the performance of the security officers on the account, but also the management support of those officers. The scorecard provides an external audit function whereby Andrews International executive management can review the status of operations in regional areas. While many security companies have made advancements in the service delivery areas, it is our belief that no company has truly captured the essence of real quality assurance until full implementation of a process similar to the AI scorecard.

The objective of the Andrews International performance scorecard program is to strive for quality assurance and continuous improvement. Each account manager or supervisor is the owner of the document and has the first line of accountability for quality performance and problem resolution at each location. Quarterly, an average score from the previous monthly reports will be tabulated, and the scorecard will be delivered to the customer with backup documentation supporting each section. In most cases, a member of the Andrews International senior leadership team will attend these quarterly review meetings to analyze and discuss the previous quarter's performance. Resultant of the AI score-card quality control method, several of our clients have benefited from productivity improvements in areas including:

- Employee Retention
- Employee incident response timing
- Non-billable overtime cost reduction

Employee Performance Evaluations

We conduct regular performance evaluations for all employees, as well as evaluations of our services to ensure that we are upholding the values set by our executive management and expected by our clients. Evaluations are conducted using an internally-developed set of position-specific expectations. This allows management to assess employee development properly and communicate assessments effectively and timely. The performance evaluations measure the officer's or supervisor's performance in:

- **Work Quality**
  - Work Production - neatness and accuracy
  - Ability to perform assigned tasks with normal instruction and procedure
  - Knowledge of company policies and procedures
  - Adaptability in learning new methods and procedures

- **Work Quantity**
  - Completing assigned work on time
  - Contribution to general flow within department
  - Ability to handle temporary increased work loads
  - Actively seeking additional responsibilities

- **Work Habits**
  - Effects of attendance on job performance



- Uniform and appearance
- Punctuality and general dependability
- Self-improvement skills and abilities

- **Work Attitude**
  - Cooperation and attitude towards assigned tasks
  - Cooperation and attitude towards coworkers/supervisors/client/general public
  - Self-motivation to prepare for future job responsibilities
  - Adaptability to changing priorities and multiple work demand

- **Supervisor Skills**
  - Ability to assign work and delegate authority
  - Organization, planning and prioritization skills
  - Judgment and decision making skills
  - Communication with employees, management, and client

In those instances where an officer or supervisor receives a deficient rating, a Performance Enhancement Plan is put in place that provides the individual with the specifics of the deficiency, as well as provides a specific agenda and benchmarks for improvement. Employees that perform duties above and beyond basic job requirements and exhibit qualifications, command presence, leadership skills, and a desire to excel, are also considered for promotion when the opportunity arises.

a. *Inspection System:* A detailed inspection system shall cover all the security services listed in the Performance Requirements Summary (Attachment 2). It must specify the activities to be inspected on either a scheduled or un-scheduled basis; how often inspections will be conducted and accomplished, and the title of the individual(s) who will perform the inspections.

Our Customer Support Unit provides supervision, evaluation and inspection on every shift to ensure issues are resolved satisfactorily and do not reoccur. A detailed inspection system will be designed to cover all of the City's performance requirements utilizing the previously described Performance Scorecard.

Andrews International management representatives will meet with the City representatives regularly to discuss level of satisfaction with our services and make sure we are aware of any need for improvement; and to verify that our project team is operating to the high standards expected by Andrews International and the City. Dedicated and attentive account management, performance management processes and ongoing communications between AI's account management team, account staff and the City, focus on providing a level of service that prevents occurrences that would lead to complaints, and thorough handling of complaint-generating situations.

b. *Corrective Action Plan:* A description of the corrective action plan to be used to correct identified problems and deficiencies in the performance of the scope of work and unmet requirements in the delivery of security services, including a description of disciplinary actions to be applied.

Corrective Action Plan

As with any service oriented business that is so people-intensive, problems and complaints do occasionally occur regardless of all preventative efforts. Problems identified on the local level are analyzed and corrected by management staff, or escalated as necessary. Depending on the type



and severity of the issue, immediate resolution can take place internally with employee counseling and disciplinary action, or a detailed corrective action plan will be implemented. Any issues concerning account operations that cannot be addressed locally within a reasonable time frame will be escalated to executive levels as appropriate. A chain of command and central point of contact list will be provided to the City representatives at each account location. Supervisory and management staff is accessible 24/7 to handle customer communications.

When problems occur, our corrective approach is designed to remedy the situation; and in doing so, analysis is conducted to determine cause. We then formulate a corrective action plan to resolve any dispute which cannot be handled immediately. This corrective action plan may be submitted to the City personnel for review and approval prior to its implementation.

In summary, steps to problem resolution include:

- Communication and verification of the problem
- Identification of the root cause of the problem
- Assessment of the extent and consequences of the problem
- Immediate resolution or corrective action plan for resolution
- Approval of corrective action plan by client, as needed
- Collaboration with client and/or involved parties to execute corrective action plan within a prescribed time-frame
- Follow-up of corrective action results

The Company utilizes a system of progressive discipline that includes verbal warnings, written warnings, demotions, disciplinary suspensions without pay and discharge in response to unacceptable conduct. However, there may be occasions where the Company determines that circumstances warrant immediate termination without any prior warning(s), suspension(s), or notice. The Company also reserves the right to suspend employees with or without pay during an investigation into alleged or suspected misconduct.

When verbal warnings are given, they will be noted in the employee's personnel file. Written warnings and suspension notices should be signed both by the supervisor and employee. The employee's signature is not an admission of guilt, but merely acknowledges receipt of the notice. If an employee disagrees with the warning and desires to make comments, the employee is entitled to write these comments on the warning memorandum form. When written warnings are given, the employee will receive a copy of the warning or suspension notice and a copy will be placed in the employee's personnel file.

In those instances where an officer or supervisor receives a deficient rating, a Performance Enhancement Plan is put in place that provides the individual with the specifics of the deficiency, as well as provides a specific agenda and benchmarks for improvement.

c. *Record of Inspections and Actions:* A file of all inspections conducted by the contractor and, if necessary, the corrective actions taken. This documentation shall be made available as requested by the City during the terms of the contract.

Record of Inspections and Actions

All inspections are documented on AI inspection forms and maintained by project management. Inspection records will be made available to the City upon request.



Supervisory staff will provide daily coaching and retraining to reinforce policies and procedures; employee development, counseling, and disciplinary action, when necessary; and will continuously evaluate the security program and revise post orders, as necessary.

The emphasis of our continuous improvement plan is on training and development of all levels of employees, establishing quality measurements for customer service operations, and site-specific programs to enhance training and operational drills and employee safety. Providing the tools for our employees to effectively do their jobs leads to a quality service offering with greater job satisfaction for our employees and fewer complaints from our customers (internal and external). Our customer-focused culture ensures that our customers, both internal and external, are receiving the best possible service and support, and that any problems that occur will be handled thoroughly, effectively, and professionally.

d. *Method of Continued Assurance*: Methods for continuing the administration and supervision to assure performance and quality security services to the City in the event of a strike of the Contractor's employees.

Continued Assurance of Service

Since our employees are AI proprietary and predominately non-union, we do not anticipate a staff strike. However, we do have business continuity plans in place in the event of disaster or service interruption. As with our other services, the emphasis of our business continuity planning program is on supporting maintenance and protection of business functions and not only on one particular section of an organization's operations. Through our trained pool of personnel and resource network of consultants and alliance partners, Andrews International has the ability to respond to disasters and emergencies in conjunction with the various plans of the City's continuation strategies.

Short-term staffing requests can often be filled by scheduling adjustments of the existing staff or field supervisory staff resources in the area. To fill more complex or long-term extra/emergency staffing requests, AI maintains a pool of over 500 special event officers and 600 off duty and retired law enforcement resources on call for deployment in special circumstances. Additionally, we have vetted, and are under contract with, more than 150 alliance partners across the United States to assist businesses needing support in a variety of consulting, investigations or disaster and emergency response services.

All AI offices are tasked with developing regional and local site specific business continuity plans, with key support functions such as operations, human resources, financial, and workforce management readily available both from a IT/Communication/Software support standpoint and personnel support when additional staffing is needed to appropriately respond to internal needs and client needs.

In the event of a significant staffing shortage due to strike or disaster, the local account management office's highest ranking team leader at the time of the disaster will call AI's Client Support Center (CSC) to inform the center of the nature and extent of the emergency. Andrews International's Client Support Center (CSC), based in Burbank, California, functions as a regional incident command communications and initial coordination support unit when corporate support is needed to assist regional operations. The CSC also functions as communications support for after-hours business operations for all AI regions. The CSC has redundant operations and systems that can operate from the west or east coast call centers.



Our staffing and scheduling efficiency, combined with our communication structure, allows us the flexibility to respond with additional resources in a time of need. Our ability to respond to emergencies timely, thoroughly, and efficiently is based upon several factors:

1) Workforce Management - We utilize a computerized scheduling system that enables us to determine up-to-the-minute employee availability. The system also tracks training records so we can immediately identify those employees trained to work at a specific client location.

2) Client Support Center (CSC) - Andrew's International's 24 hour Client Support Center (CSC) operation remains on call to service client needs seven days per week. Should an emergency arise, the CSC will ensure that the City contract representative is contacted immediately so that a response assessment can be made and resources aligned for deployment as needed.

3) Staging – Teams will be deployed from various staging locations strategically located to an affected client location, based on their operational footprint and prioritization of operational needs. The timing of deployment is based upon client instruction, response plan details and incident circumstances. The key to the staging process is quick deployment, intelligence gathering and assessment of issues/needs.

4) Resources/Team Design – An emergency response deployment will be initiated utilizing internal or vetted support resources. Teams can be deployed in a hybrid configuration, utilizing armed and unarmed personnel, after the initial advance and assessment has been completed. Supplemental resources will be deployed based on an assessment of the situation with the client prior to, during and after the event.

5) Supplies – Andrews International can supply weapons, protective equipment, MREs (Meals Ready to Eat), water and additional needed supplies through our emergency response resources.

e. *Pre-Screening Method*: The method of pre-screening security officer candidates to ensure age requirements, English literacy, training, physical requirements, possession of permanent Guard Cards, Gun Cards, as well as other required licenses, cards and permits, and all other requirements are met by candidates prior to any assignment under the ensuing contract.

PRE-SCREENING METHOD

As previously outlined, Andrews International will meet the background screening requirements defined by the RFP for personnel assigned to the City.

Initial Selection

All candidates must complete a detailed application and interview. Interviews are extensive and include evaluations of appearance, attitude, demeanor, mental alertness, general intelligence, integrity, interpersonal communication skills, specific job-related qualifications, job knowledge, and career objectives.

Employment History and References

A thorough investigation of previous employment is conducted on all candidates considered for employment with Andrews International. Subjects investigated include absenteeism, tardiness,



conduct, job performance, and reason for separation from previous employers (i.e. voluntary or involuntary). We also make inquiries, both by telephone and in writing, of the applicant's prior employers and personal references.

Background Screening
Criminal background checks are completed on all candidates considered for employment with Andrews International and each inquiry is evaluated to ensure the highest quality candidates are accepted. A social security trace is a primary step in background screening. This trace acts as a measure of applicant honesty, identifying and revealing names associated with a specific social security number as well as past and present addresses (residential history). Andrews International examines the records in the applicant's county (or counties) of residence(s) for the past seven (7) to ten (10) years, or otherwise as required by our client.

Driving Record
Additionally, we will check the driving record of all applicants considered for employment. While not all personnel drive in the course of their job duties, a poor-driving record can be indicative of the applicant's overall responsibility level. Any applicant considered for a patrol position, or who may operate a vehicle while on site, must have no more than three (3) moving violations over the past three (3) years.

Drug Test
All candidates considered for employment must pass a 5-panel chemical test and analysis for the detection of illegal use and/or abuse of controlled substances. In addition to pre-employment screening, testing is also conducted for reasonable suspicion, post accident, and on a random basis.

Physical Exam
In addition to the defined process, Andrews International will also require a physical exam by a licensed physician for all candidates for the City. Additionally, psychological screening and a credit history report can be conducted if the job responsibilities dictate the need; or as requested by the client as a part of the contract requirements.

Continued employment is dependant on successful completion of pre-assignment training and testing. Once a candidate has been approved by human resources management as a qualified Andrews International employee, a match of personality traits and technical skill set will determine the account for which the candidate is recommended. However, the final placement is not completed until the site supervisor, project manager and/or client interviews and approves the candidate for assignment.

Licenses and Permits
All required licenses and permits will be maintained in the Contract Security Officers and Field Supervisors personnel files and available to the City for review.

Literacy (English)
The interview process and application are geared to ascertain literacy skills and all security officers will have the ability to read, write grammatically, speak and understand English, as well as be able to prepare and compose reports that convey complete information and are presentable for management and/or potential litigation review. Report-writing is a topic covered in detail as part of the basic new-hire training process and re-iterated within continuing education training modules and on-site training throughout the term of the contract.



Bilingual Skills (English/Spanish)

Andrews International understands the need for bilingual skills at some facilities and is capable of providing officers with these skills as needed.

g. *Resources Required from the City*: Describe what information, documents, staff assistance, facilities or other resources the firm would require from the City to complete the scope of work; declare any other critical assumptions upon which the work plan is based.

Resources Required from the City

Resources required from the City include:

- A designated City contact and open communication to ensure we understand your needs and are meeting and exceeding objectives, requirements, and expectations.
- A listing of all employees, positions, ranks; and insights from the City on staffing expectations.
- Current post orders and policies/procedures, facility maps, emergency procedures, etc.
- Designated time and space to process incumbent employees on site.

h. *Reports and Deliverables:* Describe and quantify, if appropriate, the reporting and deliverables to be furnished to the City during and at the conclusion of the security services contract (e.g., daily customer service reports, monthly activity reports, quality assurance and survey reports, interim status reports, final report and oral presentations as required of findings during the term of contract.

Reports and Deliverables

Andrews International can offer a variety of reports and reporting formats based on key performance metrics developed in consultation with the City, as well as operational requirements. Daily activity, access control, key requests and other logs are often kept, depending on client environment. We will work with the City to ensure all proper documentation is in place to enforce security procedures at your sites. All reports required in the business process are transferable electronically or in hard copy. Reports can be delivered in any MS Office or other comparable software program, as well as in a PDF format.

Standard daily reports utilized at the site include:

- Daily Activity Reports
- Incident Reports
- Time Sheets
- Inspection Reports

Reports available through our accounting system include:

- Hours of service by the day, tour times, post and employee. These reports can be used as backup for the invoices.
- Hours of service by employee, post, location or total customer.

Reports available through our performance management process include, but are not limited to:

- Staffing support and scheduling performance
- Employee retention rates



- Overtime rates
- Training completion and testing scores
- Licensing and certification metrics
- Quality control
- Cost management

Reports available through our learning management system include customized reporting:

- By location(s) -Location filters can show training data from the entire account down to a specific post or shift. This ability provides relevant analytical information allowing the management team to better tailor the continual training program.
- By individual(s) - Individual filters can show training the entire training history of an individual officer. Groups of officers can also be grouped based on rank or other designation.
- By course title(s) - Course filters allow the training team to produce detailed reports on individual or groups of courses.
- Date range - Date Ranges provide an excellent tool for tracking scheduled training, track certifications dates. Date ranges can be from one day through the entire history of the account.
- Completion Status - Completion Status filters provide more than simply pass/fail status. Exact test scores are stored for each course; with the case of self-paced courses, the training team is also able to track how long an officer takes to progress through the course.

AI can also develop ad hoc reporting features for the City if currently available reports do not meet your requirements.

XI-4. ADDITIONAL DATA

Any other relevant information the proposer believes essential to assist in the evaluation of the proposal shall be clearly stated. If there is no additional data the proposer wishes to present, this section will state: "There is no other data we wish to present."

Andrews International employs some of our nation's leading experts in the security profession, with backgrounds ranging from federal and local law enforcement to security executives from Fortune 500 corporations. In addition to managing contract security operations across the country, our leadership team has a wealth of experience with threat assessments in a variety of environments, complex international investigations, personal protection, risk management and emergency/disaster response.

In addition to providing the City with uniformed security personnel, we would also like to highlight Andrews International's supplemental service capabilities and resources, available to support the City's corporate objectives. These strategic support services include:

CUSTOMIZED TRAINING

The company has a $2.5 million, 15,000 square foot state-of-the-art class room and indoor range training center that includes law enforcement and security training curricula, a nine-bay firing range, simulators and class rooms that allow specialized professional training for our clients. This facility, also home to our operations leadership and human resource function, is located in Burbank, California. With its cadre of training instructors, the facility provides the foundation for benchmark training programs AI clients receive at minimal or no cost.

Andrews International provides training not only to our own employees, but to private and corporate security personnel, law enforcement personnel from municipalities across the nation, and other professionals in the field. A rigorous curriculum includes firearms training, emergency management, and a host of other areas, including academic training, field operations, and simulated situations. We have capabilities to design and develop training based on topics of interest. Specialized training techniques and programs, based on a thorough needs assessment, can be available to the City's employees. In addition, Andrews International has provided customized scenario training at no cost to our clients. This training is recorded for addition to our training portfolio and for use at other similar client sites.

Andrews International has also utilized our subject matter experts to develop training modules for our clients on the subjects of Workplace Violence Prevention & Response and Travel Security. These training sessions can be modified to suit specific industry sectors and staffing levels. They are designed to heighten awareness to these very important topics and assist our clients in preparation for and response to a variety of threatening incidents. All customized training programs are designed with employee testing processes to ensure officer understanding and application ability.

EMERGENCY RESPONSE

Due to the broad range of security services provided across the United States by AI, our ability to staff special events and emergencies is a core business offering. These services are a natural expansion of AI's existing services related to security and risk mitigation.



To fill extra/emergency staffing requests, AI maintains a pool of over 500 special event officers and 600 off duty and retired law enforcement resources on call for deployment in special circumstances. Additionally, we have vetted, and are under contract with, more than 150 alliance partners across the United States to assist businesses needing support in a variety of consulting, investigations or disaster and emergency response services. Rates for additional services are typically negotiated within the service agreement or an addendum to the contract.

Special Event Consultation and Security Coverage

Andrews International's special events division provides unparalleled safety, security, and peace of mind. A broad range of security resources is available to meet the needs of corporate events. For corporate sales, marketing and other special business occasions, Andrews International focuses on advance planning, threat assessment and problem prevention; event crowd control; and when necessary, crisis response. Management is skilled at understanding and planning the event security process and working with the client, while our personnel are trained to be polite and professional, assuring the safety and security of event attendees.

Consulting and Investigations

Services offered within our consulting and investigations function include:

- Litigation Support
- Business Intelligence
- Corporate Investigations
- Risk Analysis and Security Program Planning and Development
- Electronic Security System Assessment/Design/Project Management
- Protection/Threat Management

Personal Protection

AI's personal protection services are used in a broad variety of environments and include working with senior corporate executives, domestic and foreign dignitaries, entertainment industry notables, high-net-worth individuals, heads of state, and other prominent individuals. Andrews International professionals are trained and highly skilled in the areas of advanced logistics planning, threat assessment, crisis management, and emergency response. At the same time, confidentiality, sensitivity, and discretion are hallmarks of the company's approach to personal protection. Andrews International's protection personnel bring a broad background of experience and training to complement and augment each client's unique culture. These services can be provided on a local, national, or international basis.

Technology Integration

AI's vast experience in providing security services to a wide range of clients has provided us the opportunity to perfect our service offering and to become proficient in many of the latest technologies. We have established processes and strategic partnerships with numerous technology vendors to enhance our capability as a one-source supplier of physical security solutions. In addition to the previously described investments in technology resources we have made internally to more efficiently manage our financial and workforce processes (Valiant, Intellum); AI has resources available to provide comprehensive support to the City security and safety objectives.



Many of our clients have control room operations that serve as the nerve center for the security function and they maintain a critical role in managing systems, staff and situations. We recognize that additional focus should be directed to optimizing the effectiveness of these operations so we have compiled a "toolbox" of technology solutions that we believe is unique to our company and not offered by any other uniformed security company in the world.

The technology toolbox Andrews International offers can be adapted and selectively deployed, based on the client's culture, operating environment requirements, economic goals and general philosophy on how security should be integrated and utilized. We can offer the following to add value to the City's security operations.

CritiCall Software

The front-end process software in our toolbox is "**CritiCall**"; a program designed to screen, test and qualify personnel to work and operate in a complex dispatch and security operations center environment. The software uses customizable testing modules for evaluating personnel on key skill set requirements essential to each unique security operations center. Audio tests require that test takers listen over a headset instead of simply reading. Data is received from multiple sources and must be entered into defined data fields. To simulate the multi-tasking environment of call takers and dispatchers, additional decision-making scenarios automatically activate as other test modules are being administered.

To effectively manage a traditional security operations center; and then take the next step to manage processes and systems and provide "strategy altering" information and intelligence, the entire team needs to operate with key communication, analysis and decision-making skill sets.

The focus of this customizable program is to ensure competent and capable personnel are placed in the control center operations through a software program that measures and tests aptitude, memory recall, decision-making and computer-related multi-tasking abilities so highly coveted in this critical operating area. This system can be applied as defined by the skill sets and service capabilities expected of the control center operations team.

D3 Software

D3 Security Management Systems is an integrated software program that provides various modules to allow a security operations center to proactively monitor all aspects of an enterprise security program and provide information that supports the risk mitigation process. Modules used by our security officers and management personnel include task areas involved in daily operations, incident tracking, data distribution, analysis and resource optimization. Various modules in this system allow for incident reporting, guard touring operations, scheduling, dispatch and other key activities that, when integrated into a single platform, provide intelligence and information that allow for resource optimization, critical analysis and focused decision making. The optimization software toolbox allows the information and intelligence of the D3 system to support the entire risk analysis survey process to identify threats, vulnerabilities and mitigating solutions.

Andrews International has established a significantly discounted relationship with D-3 Security Management Systems, and **20% off of retail cost** can be made available to the City depending on your desire to use information and intelligence within the security control center operations.



We can work with the City and D3 to integrate modules based on the strategies, goals and needs of the security organization and corporation.

Asvaco Software

The back-end software in our toolbox is **Asvaco**; a risk analysis software that integrates with D3 and allows the information and intelligence of the D3 system to reveal specific threats, vulnerabilities and mitigating solutions. This tool determines how a company is using resources and controls to properly address threats and vulnerabilities in a company asset protection program. This tool is the basis for the perpetual risk assessment process to continually improve risk mitigation strategy and resource optimization.

Utilizing the Asvaco automated assessment tool, Andrews International security personnel complete an onsite survey by answering a series of pre-determined questions related to industry-specific criteria. Based on the data gathered at the site level, Andrews International's consultants work with clients to assess vulnerabilities, rank priorities and develop a security plan. The associated result is an established approach (budget and implementation schedule) to manage risk according to client objectives. This innovative approach allows security and risk management practitioners to quickly gather and assess "snapshots" of their risk posture across consistent variables throughout the organization. The assessment methodology is adaptability to various sectors, vertical markets, business processes and global/regional unique conditions. This program is available at a discounted cost to our clients who view these services as a valuable component of their enterprise security program.

XI-5. MANDATORY CITY REQUIREMENTS

Attachment 4 describes the mandatory City requirements with which you must comply in responding to this Request for Proposal and in contracting with the City. You may access more detailed information and the forms which must be completed and returned with your proposal at the City Attorney's website at **http://www.lacity.org/atty/attyrfpsrfqs.htm** listed under City Contracting Forms - Departments other than DWP, Port, and LAWA.

AI will comply with all mandatory City requirements, as outlined within our proposal and the completed forms accompanying the response. Completed forms can be found attached to the respected sections outlined in the following pages.

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX ISSUED: 6/11/2007

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002248877-0001-5	L048	Miscellaneous Services	01/01/2007	Active



ISSUED TO

ANDREWS INTERNATIONAL INC.
ADVANCED TECH SECURITY SERVICES INC

27959 SMYTH DRIVE
VALENCIA, CA 91355-4034

27959 SMYTH DRIVE
VALENCIA, CA 91355-4034

ISSUED BY:

Antoinette D. Christandl

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS P O. BOX 53200, LOS ANGELES CA 90053-0200

FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

XI-6. CITY CONTRACTS HELD WITHIN THE LAST TEN (10) YEARS

A list of all of the City contracts held by the proposer within the last ten (10) years, specifying the following information:

- City entity or department that administered the contract;
- Contract number;
- Dollar amount of the contract;
- Dates and periods during which the contract was in effect;
- A short description of the services provided.
- A statement of express permission for the City to contact any identified previous customer and request information on the performance of the proposer.

Andrews International has not held any City contract within the last ten years.

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeels contracts held by the bidder or any affiliated entity during the proceeding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or good provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional additional pages as needed.

Were any contracts held w/City of Los Angeles in last 10 years? ☐ Yes ☒ No

Department with which Contract Held	Contract Dates	Services/Goods Provided	Contract Amount	Contract Number

Andrews International, Inc.
Name of Organization

Signature

Roger Andrews
Print Name

E.V.P.
Title

1-29-09
Date

XI-7. INFORMATION ON BUSINESS LOCATIONS AND WORKFORCE

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City departments to gather information on the headquarters address and certain information on the employees of the firms contracting with the City (Council File No. 92-0021). The following information is to be included in each proposal:

- The headquarter address of proposer's firm and the total number of people employed by the firm, regardless of work location.
- The percentage of the proposer's total workforce employed within the City of Los Angeles and the percentage residing in the City.
- The address of any branch offices located within the City of Los Angeles and the total number employed in each Los Angeles branch office.
- The percentage of the workforce in each Los Angeles branch office that is employed within the City and the percentage residing in the City.

Please find the Los Angeles Residence Information Form attached.

Andrews International employees 1836 active employees in Los Angeles, 24% of the Companies total employee base and 32% of uniformed services.

AI does not have an office directly within the City of Los Angeles, but has several offices in the surrounding areas.

Corporate Office
27959 Smyth Drive
Valencia, CA. 91355
Tel: 661.775.8400
Fax: 661.775.8794

Operations Headquarters, Human Resources, Training Center and Client Support Center (CSC)
455 N. Moss Street
Burbank, CA 91502
Tel: 818.487.4060
Fax: 818.487.4061

Rosemead
1000 San Gabriel Boulevard., Suite 103
Rosemead, CA 91770
Tel: 626.407.2272
Fax: 626.288.8500

Thousand Oaks
3396 Willow Lane, Suite 100
Thousand Oaks, CA 91361
Office: 805.409.4160
Fax: 805.777.1750

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Andrews International, Inc.

I. Corporate or Main Office Address

21959 Smyth Drive
Valencia, CA 91355

II. Total Number of Employees in Organization: 5698 uniformed security employees
7500 total employees

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

1836 active Employees in LA and 32% of Uniformed Services
24% of Total %

XI-8. STATEMENT OF NON-COLLUSION

With each proposal, a statement shall be submitted and signed by the proposer under penalty of perjury that:
- The proposal is genuine, not a sham or collusive.
- The proposal is not made in the interest or on behalf of any person not named therein.
- The proposer has not directly or indirectly induced or solicited any person to submit a false or sham proposal or to refrain from proposing.
- The proposer has not in any manner sought by collusion to secure an advantage over any other proposer.
- The proposer shall execute the Non-Collusion affidavit included as Attachment 4 to this RFP and submit with the proposer's response.

This proposal is genuine, and not a sham or collusive, nor made in the interest or behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

Please find the Non-Collusion Affidavit attached.

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, ROGER ANDREWS, depose and say that I am
EXECUTIVE V.P., of Andrews International, Inc.,
("President," "Vice-President," etc.) (Insert Name and Address of Organization

who submits this proposal to the City of Los Angeles, City Attorney's Office, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: JANUARY 29, 2009 at VALENCIA, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify under penalty of perjury that the foregoing is correct.

(Signature)

ANDREWS INTERNATIONAL
27959 SMYTH DRIVE
VALENCIA, CA 91355

79571

XI-9. MINORITY BUSINESS ENTERPRISE AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM (MBE/WBE) AND OTHER BUSINESS ENTERPRISE (OBE) OUTREACH REQUIREMENTS

It is the policy of the City to provide Minority Business Enterprises, Women Business Enterprises, and Other Business Enterprises (MBEs/WBEs/OBEs) an equal opportunity to participate in the contractual process. All proposers are strongly encouraged to make an effort to include members of these groups in any subcontracting work to be performed if awarded the contract. Information regarding this policy can be found on the City Office of Contract Compliance website at http://bca.ci.la.ca.us/.

Andrews International is not a minority subcontractor and does not plan to subcontract any part of the City security contract. We feel that the best way to maintain a quality service level is to control the hiring and training processes internally. For this reason, we do not subcontract our security officer services unless required by the client. However, we are committed to supplier diversity, and make a good faith effort to utilize minority vendors for ancillary goods and services.

XI-10. NON-DISCRIMINATION, EQUAL EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION POLICIES

Proposer awarded a contract pursuant to the Request for Proposal must comply with the Non-discrimination Policy, Equal Employment Practices and Affirmative Action Program set forth in the Los Angeles Administrative Code Section 10.8, *et seq.* For every contract with or on behalf of the City for which the consideration is in excess of $5,000, the contractor must sign and submit with their proposal a Nondiscrimination, Equal Employment Practices and Affirmative Action Certification Declaration, Composition of Total Work-force Report, and a signed version of one of the following affirmative action plans: a) a trade association affirmative action plan; b) the Proposer's own affirmative action plan which meets all the requirements of the City's Affirmative Action Program; or, c) an executed copy of the Los Angeles City Affirmative Action Plan. Proposers should refer to City Office of Contract Compliance website at http://bca.ci.la.ca.us/ for additional information, forms and instructions.

AI is an equal opportunity employer and is committed to compliance with all applicable laws providing equal employment opportunities. We are committed to, in fact and deed, a diverse workforce. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company.

Please find the completed Nondiscrimination-Equal Employment Practices-Affirmative Action form attached.

XI-11. SERVICE CONTRACT WORKER RETENTION AND LIVING WAGE ORDINANCES

The Service Contract Worker Retention Ordinance (Los Angeles Administrative Code, Section 10.36 *et seq.*) and the Living Wage Ordinance (Los Angeles Administrative Code, Section 10.37 *et seq.*) provide that all employers (except those specifically exempted) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of $25,000 and a contract term of at least three (3) months, or certain recipients of City financial assistance, shall comply with provisions of said Ordinances. Proposers should refer to the City Office of Contract Compliance website at http://bca.ci.la.ca.us/ for further information regarding these Ordinances.

Andrews International will comply with the Service Contract Worker Retention Ordinance and Living Wage Ordinance.

CITY OF LOS ANGELES

NONDISCRIMINATION - EQUAL EMPLOYMENT PRACTICES - AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Affirmative Action Section, at (213) 847-6480.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

1. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:

1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.

2. For construction contracts from $1,000 to under $5,000 and nonconstruction contracts from $1,000 to under $100,000, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
3. Adhere to Equal Employment Practices provisions as outlined in LAAC ' 10.8.3 and on Page A-3 of this document.

3. For construction contracts of $5,000 or more and non-construction contracts of $100,000 or more, the contractor agrees to:

1. Adhere to the Nondiscrimination Clause above;
2. Designate a management level Equal Employment Opportunity Officer as provided for in Section AE@ below;
3. Adhere to Equal Employment Practices provisions as outlined in LAAC ' 10.8.3 and on Pages A-4 and A-5 of this document;
4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
    1. Plan A, Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
    2. Plan B, The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.

D. Subcontractors:

1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that Marla Gibson (NAME OF DESIGNEE) HR, Exec. Director (TITLE) is hereby designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

455 N Moss St., Burbank, CA 91502, (818) 487-4060 WORK ADE

F. Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that.

1. The contractor has read the Nondiscrimination Clause in AA@ above and certifies that it will adhere to the practices in the performances of all contracts;
2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract $1,000 to under $5,000 and nonconstruction contract $1,000 to under $100,000;
3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section AE@ above;
4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of $5,000 or more and nonconstruction contract of $100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: 9 City Plan; 9 Company Plan.
5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

Andrews International COMPANY NAME	 AUTHORIZED SIGNATURE
21959 Smyth. Dr. ADDRESS	Roger Andrews E.V.P. NAME AND TITLE (TYPE OR PRINT)
Valencia, CA 91355 CITY, COUNTY, STATE, ZIP	661-775-8400 TELEPHONE DATE

☒ PRIME ☐ SUBCONTRACTOR

TOTAL COMPOSITION OF WORK FORCE

OCC# _____

Contractor Andrews International, Inc. Project Title Security Guard Services Length of Contract _____

Contractor Address 27959 Smyth Dr. Valencia CA 91355 Work Force as of (Date) 1-31-09 *(If you have no employees, write "No Employees At This Time")*

FOR CONSTRUCTION PROJECTS (L.A. County Only)

(Note: J - Journeyman, A - Apprentice, T - Trainee, F - Female, M - Male)

	AFRICAN AMERICAN (BLACK)			HISPANIC			ASIAN / PACIFIC ISLANDER			AMERICAN INDIAN/ ALASKAN NATIVE			CAUCASIAN (NON-HISPANIC)			TOTAL EMPLOYEES			% MINORITY			GENDER	
CRAFT	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F
Brick Layers																							
Carpenters																							
Electricians																							
Gunite Workers																							
Iron Worker																							
Laborers																							
Operator Engineers																							
Painters																							
Pipe Trades																							
Plasters / Cement Masons																							
Sheet Metal Workers																							
Teamsters																							
Clerical																							
Supervisory																							
TOTAL																							

FOR NON-CONSTRUCTION PROJECTS

	AFRICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER	
OCCUPATION	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	Regular	Trainee	R	T	R	T	M	F
Official &Managers	35		45		35		10		325		450		28%		385	65
Professionals																
Technicians																
Sales Workers																
Office / Clerical																
Semi-Skilled																
Laborers (Unskilled)																
Service Workers	1994		890		3621		22		993		7637		90%		6015	1500
TOTAL	2029		935		3656		32		1318		8087		82%		6400	1565

Employment Statistics Were Obtained From: (G) Available Records G Visual Check G Other (Specify) _____

Form No. AA001 (7/6/00)

ORDINANCE NO. 171004

An ordinance amending Article 10 of Chapter 1 of Division 10 of the Los Angeles Administrative Code, the Service Contractor Worker Retention Ordinance, to make certain modifications and clarifications:

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. The Los Angeles Administrative Code is hereby amended by amending Article 1.0 to Chapter 1 of Division 10 to read as follows:

ARTICLE 10
SERVICE CONTRACTOR WORKER RETENTION

Sec. 10.36 Findings and Statement of Policy.

The City awards many contracts to private firms to provide services to the public and to City government. The City awards many contracts to private firms to provide services to the public and to City government. The City also provides financial assistance and funding to others for the purpose of economic development or job growth. At the conclusion of the terms of a service contract with the City or with those receiving financial assistance from the City, competition results in the awarding of a service contract to what may be a different contractor. These new contracts often involve anticipated changes in different managerial skills, new technology or techniques, new themes or presentations, or lower costs.

The City expends grant funds under programs created by the federal and state governments. Such expenditures serve to promote the goals established for those programs by such governments and similar goals of the City. The City intends that the policies underlying this article serve to guide the expenditure of such funds to the extent allowed by the laws under which such grant programs are established.

Despite desired changes through the process of entering into new contracts, it is the experience of the City that reasons for change do not necessarily include a need to replace workers presently performing services who already have useful knowledge about the workplace where the services are performed.

Incumbent workers have already invaluable knowledge and experience with the work schedules, practices, and clients. The benefits of replacing these workers without such experiences decreases efficiency and results in a disservice to City and City financed or assisted projects.

Retaining existing service workers when a change in contractors occurs reduces the likelihood of labor disputes and disruptions. The reduction of the likelihood of labor disputes and disruptions results in the assured continuity of services to citizens who receive services provided by the City or by City financed or assisted projects.

It is unacceptable that contracting decisions involving the expenditure of City funds should have any potential effect of creating unemployment and the consequential need for social services. The City, as a principal provider of social support services, has an interest in the stability of employment under contracts with the City or by those receiving financial assistance from the City. The retention of existing workers benefits that interest.

Sec. 10.36.1. Definitions.

The following definitions shall apply throughout this article:

(a) "Awarding authority" means that subordinate or component entity or person of the City (such as a department) or of the financial assistance recipient that awards or is otherwise responsible for the administration of a service contract or, if none, then the City or the City financial assistance recipient.

(b) "City" means the City of Los Angeles and all awarding authorities thereof, including those City departments which exercise independent control over their expenditure of funds, but excludes the Community Redevelopment Agency of the City of Los Angeles.

(c) "City financial assistance recipient" means any person that receives from the City discrete financial assistance expressly articulated and identified by the City in excess of one hundred thousand dollars ($100,000), such as, through bond financing, planning assistance, tax increment financing, tax credits, or any other form of financial assistance if the purpose of such other form of assistance is economic development or job growth; provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars ($5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed,

or persons receiving public assistance, shall be exempt.

(d) "Contractor" means any person that enters into a service contract with the City or a City financial assistance recipient.

(e) "Employee" means any person employed as a service employee of a contractor or subcontractor earning less than fifteen dollars ($15.00) per hour in salary or wage whose primary place of employment is in the City on or under the authority of a service contract and including but not limited to: hotel employees, restaurant, food service or banquet employees; janitorial employees; security guards; parking attendants; nonprofessional health care employees; gardeners; waste management employees; and clerical employees; and does not include a person who is (1) a managerial, supervisory, or confidential employees, or (2) required to possess an occupational license.

(f) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(g) "Service contract" means a contract let to a contractor by the City or a City financial assistance recipient primarily for the furnishing of services to or for the City or financial assistance recipient (as opposed to the purchase of goods or other property) and that involves an expenditure or receipt in excess of twenty-five thousand dollars ($25,000) and a contract term of at least three months.

(h) "Subcontractor" means any person not an employee that enters into a contract with a contractor to assist the contractor in performing a service contract and that employs employees for such purpose.

(i) "Successor service contract" means a service contract where the services to be performed are substantially similar to a service contract that has been recently terminated.

Sec. 10.36.2. Transition Employment Period.

(a) Where an awarding authority has given notice that a service contract has been terminated, or where a service contractor has given notice of such termination, upon receiving or giving such notice, as the case may be, the terminated contractor shall within ten (10) days thereafter provide to the successor contractor the name, address, date of hire, and employment occupation classification of each employee in employment, of itself or subcontractors, at the time of contract termination. If the terminated contractor

has not learned the identity of the successor contractor, if any, by the time that notice was given of contract termination, the terminated contractor shall obtain such information from the awarding authority. If a successor service contract has not been awarded by the end of the ten (10)-day period, the employment information referred to earlier in this subsection shall be provided to the awarding authority at such time. Where a subcontract of a service contract has been terminated prior to the termination of the service contract, the terminated subcontractor shall for purposes of this article be deemed a terminated contractor.

(1) Where a service contract or contracts are being let where the same or similar services were rendered by under multiple service contracts, the City or City financial aid recipient shall pool the employees, ordered by seniority within job classification, under such prior contracts.

(2) Where the use of subcontractors has occurred under the terminated contract or where the use of subcontractors is to be permitted under the successor contract, or where both circumstances arise, the City or City financial assistance recipient shall pool, when applicable, the employees, ordered by seniority within job classification, under such prior contracts or subcontracts where required by and in accordance with rules authorized by this article.

(b) A successor contractor shall retain, for a ninety (90)-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding twelve (12) months or longer. Where pooling of employees has occurred, the successor contractor shall draw from such pools in accordance with rules established under this article. During such ninety (90)-day period, employees so hired shall be employed under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.

(c) If at anytime the successor contractor determines that fewer employees are required to perform the new service contract than were required by the terminated contractor (and subcontractors, if any), the successor contractor shall retain employees by seniority within job classification.

(d) During such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor (or subcontractor) from which the successor contractor (or subcontractor) shall hire additional employees.

(e) Except as provided in subsection (c) of this section, during such ninety (90)-day period the successor contractor (or subcontractor, where applicable) shall not discharge without cause an employee retained pursuant to this article. "Cause" for this purpose shall include, but not be limited to, the employee's conduct while in the employ of the terminated contractor or subcontractor that contributed to any decision to terminate the contract or subcontract for fraud or poor performance.

(f) At the end of such ninety (90)-day period, the successor contractor (or subcontractor, where applicable) shall perform a written performance evaluation for each employee retained pursuant to this article. If the employee's performance during such ninety (90)-day period is satisfactory, the successor contractor (or subcontractor) shall offer the employee continued employment under the terms and conditions established by the successor contractor (or subcontractor) or as required by law.(d) During such ninety (90)-day period, the successor contractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor from which the successor contractor shall hire additional employees.

Sec. 10.36.3. Enforcement.

(a) An employee who has been discharged in violation of this article by a successor contractor or its subcontractor may bring an action in the Municipal Court or Superior Court of the State of California, as appropriate, against the successor contractor and, where applicable, its subcontractor, and may be awarded:

(1) Back pay for each day during which the violation continues, which shall be calculated at a rate of compensation not less than the higher of:

(A) The average regular rate of pay received by the employee during the last 3 years of the employee's employment in the same occupation classification; or

(B) The final regular rate received by the employee.

(2) Costs of benefits the successor contractor would have incurred for the employee under the successor contractor's (or subcontractor's, where applicable) benefit plan.

(b) If the employee is the prevailing party in any such legal action, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

(c) Compliance with this article shall be required in all City contracts to which it applies, and such contracts shall provide that violation of this article shall entitle the City to terminate the contract and otherwise pursue legal remedies that may be available.

(d) Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for any violation of this article.

Sec. 10.36.4. Exemption for Sucessor Contractor or Subcontractor's Prior Employees.

An awarding authority shall upon application by a contractor or subcontractor exempt from the requirements of this article a person employed by the contractor or subcontractor continuously for at least twelve (12) months prior to the commencement of the successor service contract or subcontract who is proposed to work on such contract or subcontract as an employee in a capacity similar to such prior employment, where the application demonstrates that (a) the person would otherwise be laid off work and (b) his or her retention would appear to be helpful to the contractor or subcontractor in performing the successor contract or subcontract. Once a person so exempted commences work under a service contract or subcontract, he or she shall be deemed an employee as defined in Section 10.36.1(e) of this Code.

Sec. 10.36.5. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.

This article shall not be construed to limit an employee's right to bring legal action for wrongful termination.

Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. As to any grant or similar program, this article shall become applicable to the funds authorized by such program if and only if the City Attorney's Office has obtained from the tiding government either an opinion or other determination indicating such consonance or a judgment of compliance from a court of law or other tribunal, which procurement has been reported in writing by such Office to the City Council by a letter to the City Clerk.

Sec. 10.36.7. Article Applicable to New Contracts and City Financial Assistance; Cooperative Retroactivity as to Con tracts and Financial Assistance Occurring After the Original Ordinance and Prior to the Revision.

The provisions of this article shall apply to contracts consummated and financial assistance provided after the effective date of the ordinance amending this article. As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City ordinance no. 170,784) and prior to the effective date of this ordinance, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application of this ordinance, rather than its predecessor, to service contracts let during such period. No abrogation of contract or other rights created by the original ordinance, absent consent to do so, shall be effected by the retroactive application of this revision.

Sec. 10.36.8. Promulgation of Implementing Rules.

The City Council shall by resolution designate a department or office, which shall promulgate rules for implementation of this article and otherwise coordinate administration of the requirements of this article.

Sec. 10.36.9. Severability.

If any severable provision or provisions of this article or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of the article that can be given effect notwithstanding such invalidity.

contremp.031

Sec 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of MAR 27 1996

ELIAS MARTINEZ, City Clerk,

By ..... , Deputy.

Approved APR 08 1996

..... Mayor.

Approved as to Form and Legality

.....
JAMES K. HAHN, City Attorney,

By .....
Deputy.

File No. 95-0654-S2

City Clerk Form 23

ORDINANCE NO. 172843

An ordinance amending sections 10.36.1(c) and .10.36.6 of the Los Angeles Administrative Code to modify the treatment of City financial assistance recipients in the City's Service Contractor Worker Retention Ordinance:

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. Los Angeles Administrative Code section 10.36.1(c) is hereby amended to read as follows:

City financial assistance recipient" means any person that receives from the City in any twelve-month period discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least one hundred thousand dollars ($100,000); provided, however, that corporations organized under Section § 501(c)(3) of the United States Internal Revenue Code of 1954, 26 U.S.C. § 501(c)(3), with annual operating budgets of less than five million dollars ($5,000,000) or that regularly employ homeless persons, persons who are chronically unemployed, or persons receiving public assistance, shall be exempt.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees. Service contracts for economic development or job growth shall be deemed such assistance once the $100,000 threshold is reached.

Section 2. Los Angeles Administrative Code § 10.36.6 is hereby amended to read as follows:

Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds. City financial assistance recipients shall apply this article to the expenditure of non-City funds for service contracts to be performed in the City by complying themselves with § 10.36.2(g) and by contractually requiring their service contractors to comply with this article. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.

Section 3. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles SEP 15 1999 and was passed at its meeting of SEP 22 1999.

J. MICHAEL CAREY, CITY CLERK

BY _____
Deputy

Approved SEP 28 1999

_____
Mayor

ACTING

Approved as to Form and Legality

_____
James K. Hahn, City Attorney

By _____
FREDERICK N. MERKIN
Special Assistant City Attorney

46533

ORDINANCE NO. 172337

An ordinance amending Section 10.36.6 of Article 10 to Chapter 1 of Division 10 of the Los Angeles Administrative Code to delete the requirement that application of the Service Contractor Worker Retention Ordinance to grant funded programs be delayed until receipt of determination that such application is consonant with the laws authorizing the City to expend such funds..

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. The Los Angeles Administrative Code is hereby amended by revising Section 10.36.6 of Article 10 to Chapter 1 of Division 10 to read as follows:

Sec. 10.36.6. Expenditures Covered by this Article.

This article shall apply to the expenditure, whether through service contracts let by the City or by its financial assistance recipients, of funds entirely within the City's control and to other funds, such as federal or state grant funds, where the application of this article is consonant with the laws authorizing the City to expend such other funds.

Section 2. The Los Angeles Administrative Code is hereby amended by revising Section 10.36.7 of Article 10 to Chapter 1 of Division 10 to read as follows:

Sec. 10.36.7. Timing of Application of Ordinances Adding and then Amending this Article.

The provisions of this article as set forth in City Ordinance No. 171,004 shall apply to contracts consummated and financial assistance provided after May 18, 1996 (the effective date of City Ordinance No. 171,004). As for contracts consummated and financial assistance provided after the original version of this article took effect on January 13, 1996 (by City Ordinance No. 170,784) and through May 18,1996, the City directs its appointing authorities and urges others affected to use their best efforts to work cooperatively so as to allow application City Ordinance No. 171,004 rather than City Ordinance No. 170,784 to service contracts let during such period. No abrogation of contract or other rights created by City Ordinance No. 170,784, absent consent to do so, shall be effected by the retroactive application of City Ordinance No. 171,004.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 2 3 1998

J. Michael Carey, City Clerk

By Maria Vostenicki
Deputy

Approved _____

_____
Mayor

Approved as to Form and Legality

_____
JAMES K. HAHN, City Attorney

By _____
FREDERICK N. MERKIN
Senior Assistant City Attorney

Said ordinance was presented to the Mayor on NOV 3 0 1998; the Mayor returned said ordinance to the City Clerk on DEC 1 1 1998 without his approval or his objections in writing, being more than ten days after the same was presented to the Mayor.

Said ordinance shall become effective and be as valid as if the Mayor had approved and signed it. (Sec. 30, City Charter)

C.F. 96-1111-52

ORDINANCE NO. 172349

An ordinance adding subsection (g) to Section 10.36.2 of Article 10 of Chapter 1 of Division 10 of the Los Angeles Administrative Code to extend protections of the Service Contractor Worker Retention Ordinance to workers adversely affected by first-time contracting out:

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. The Los Angeles Administrative Code is hereby amended by adding a new subsection (g) to Section 10.36.2 to read as follows:

(g) If the City or a City financial assistance recipient enters into a service contract for the performance of work that prior to the service contract was performed by the City's or the recipient's own service employees, the City or the recipient, as the case may be, shall be deemed to be a "terminated contractor" within the meaning of this section and the contractor under the service contract shall be deemed to be a "successor contractor" within the meaning of this section and section 10.36.3.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of DEC 15 1998.

J. MICHAEL CAREY, CITY CLERK

By _____ Deputy

Approved DEC 22 1998 mo 1998

_____ Mayor

Approved as to Form and Legality

_____
JAMES K. HAHN, City Attorney

By _____
FREDERICK N. MERKIN
Senior Assistant City Attorney

File No. 95-0654-S2

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement Office of Pub. Safety Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Roger Andrews, EVP, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #
Andrews International, Inc.	661-775-8400	

Street Address	City	State	Zip
27959 Smyth Dr.	Valencia, CA	CA	91355

3. Has the Company submitted the SDO Affidavit previously? X NO ___YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in 2006 (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

X The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on: 1-29-07 (Date) at Valencia (City) CA (State)

Signature: _____ Title: E.V.P.

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

XI-12. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, any contract award pursuant to the RFP is subject to the Equal Benefits Ordinance, Los Angeles Administrative Code Section 10.89.2.1 et seq., which applies to contracts in excess of $5,000.00 and requires that contractors provide the same benefits to domestic partners of employees that are provided to spouses of employees. Proposers must complete and return with their proposal, a Certification of Compliance Form and, if appropriate, the Reasonable Measures Certification or the Substantial Compliance Certification. Proposers should refer to the City Office of Contract Compliance website at http://bca.ci.la.ca.us/ to access these forms.

Andrews International will comply with the Equal Benefits Ordinance. Please find the completed Equal Benefits Ordinance Form attached.

COMPLIANCE

CITY OF LOS ANGELES

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

EQUAL BENEFITS ORDINANCE COMPLIANCE FORM

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: _____ **Contact/Phone:** _____

SECTION 1. CONTACT INFORMATION

Company Name: Andrews International
Company Address: 27959 Smyth Drive
City: Valencia State: CA Zip: 91355
Contact Person: Maria Gibson Phone: 8184874060 Fax: 818-487 4061
I am a one-person contractor, and I have no employees. ☐Yes ☒ No *(if you answered "Yes," go to Section 3)*
Approximate Number of Employees in the United States: 7000
Are any of your employees covered by a collective bargaining agreement or union trust fund? ☒ Yes ☐ No

SECTION 2. COMPLIANCE QUESTIONS

Has your company previously submitted a Compliance Form and all supporting documentation? ☐ Yes ☒ No
*If **Yes**, AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If **No**, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.*

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. Provide information for each benefits carrier if your employees have access to more than one carrier. Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	**Health Insurance (List Name of Carrier(s))**				
	Health Carrier 1: AETNA	☐	☒	☒	☒
	Health Carrier 2: KAISER	☐	☒	☒	☒
	☐additional carriers on attachment.				
2	**Dental Insurance (List Name of Carrier(s))**				
	Dental Carrier 1: Guardian	☐	☒	☒	☒
	Dental Carrier 2:	☐	☐	☐	☐
	☐ additional carriers on attachment.				
3	**Vision Plan (List Name of Carrier(s))**				
	Vision Carrier 1: VSP	☐	☒	☒	☒
	Vision Carrier 2:	☐	☐	☐	☐
4	Pension/401(k) Plans	☐	☒	☐	☐
5	Bereavement Leave	☐	☒	☐	☐
6	Family Leave	☐	☒	☐	☐
7	Parental Leave	☐	☒	☐	☐
8	Employee Assistance Program	☒	☐	☐	☐
9	Relocation & Travel	☒	☐	☐	☐
10	Company Discount, Facilities & Events	☒	☐	☐	☐
11	Credit Union	☒	☐	☐	☐
12	Child Care	☒	☐	☐	☐
13	Other:	☐	☐	☐	☐
14	Other:	☐	☐	☐	☐

COMPLIANCE

YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED. Without proper documentation for **each carrier and each benefit marked**, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- ☐ **a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.

- ☐ **b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.

- ☐ **c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - ☐ Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
  - ☐ Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT
This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

DECLARATION UNDER PENALTY OF PERJURY
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 29 day of Jan, in the year 09, at Burbank (City), CA (State)

Signature

Maria Gomez
Name of Signatory (please print)

Exec Dir HR
Title

27959 Smyth Dr.
Mailing Address

Valencia CA 91355
City, State, Zip Code

20-431 0038
Federal ID Number

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 - Fax: (213) 847-2777

DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

Health, Dental, Vision Insurance: A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

Pension (including 401k plans): Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee.

Bereavement Leave: Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

Family Leave: Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

Parental Leave: Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

Employee Assistance Program (EAP): The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

Relocation & Travel: Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

Company Discounts, Facilities & Events: Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

Credit Union: Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

Child Care: Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

Other Benefits: Documentation of any other benefits listed to indicate that they are offered equally.

AETNA HEALTH OF CALIFORNIA INC.
(CALIFORNIA)

GROUP AGREEMENT COVER SHEET

Contract Holder:	Advanced Tech Security dba Andrews International
Contract Holder Number:	361859 003, 004,008,009,013,014,015,016,017 CA02
HMO Referred Benefit Level:	CITIZEN PLAN Benefits Package
Effective Date:	12:01 a.m. on July 1, 2007
Term of **Group Agreement**:	The **Initial Term** shall be: From July 1, 2007 through June 30, 2008 Thereafter, **Subsequent Terms** shall be: From July 1st through June 30th
Premium Due Dates:	The **Group Agreement Effective Date** and the 1st day of each succeeding calendar month.
Governing Law:	Federal law and the laws of California.

Notice Address for **HMO**:

Aetna Health of California Inc.
Employer Services Contract Coordinator
1385 East Shaw
Fresno, CA 93710

The signature below is evidence of Aetna Health's acceptance of the **Contract Holder's** Group Application on the terms hereof and constitutes execution of the **Group Agreement(s)** attached hereto on behalf of Aetna Health of California Inc.

By: Gregory S. Martino
Vice President

Contract Holder Name: Advanced Tech Security dba Andrews International
Contract Holder Number: 361859
Contract Holder Locations: 003, 004,008,009,013,014,015,016,017
Contract Holder Service Areas: CA02
Contract Holder Group Agreement Effective Date: July 1, 2007

Summary of Coverage

Employer: Advanced Tech Security dba Andrews International

Group Policy: GP-861436

SOC: 2A

Issue Date: October 11, 2006

Effective Date: June 1, 2006

Employee:

The benefits shown in this Summary of Coverage are available for you and your eligible dependents.

This Summary of Coverage may be an electronic version of the Summary of Coverage on file with your Employer and Aetna Life Insurance Company. In case of any discrepancy between an electronic version and the printed copy which is part of the group insurance contract issued by Aetna Life Insurance Company, or in case of any legal action, the terms set forth in such group insurance contract will prevail. To obtain a printed copy of this Summary of Coverage, please contact your Employer.

Eligibility

Employees

You are in an Eligible Class if you are a regular full-time employee and your Employer has determined that your place of residence is within the Service Area covered under this Plan.

Your Eligibility Date, if you are then in an Eligible Class, is the Effective Date of this Plan. Otherwise, it is the first day of the calendar month coinciding with or next following the date you complete a probationary period of 90 days of continuous service for your Employer or, if later, the date you enter the Eligible Class.

Dependents

You may cover your:

- wife or husband; and
- unmarried children who are under 19 years of age.

Any other unmarried child under age 25 who goes to school on a regular basis and depends solely on you for support will be covered as a dependent.

Your children include:

- Your biological children.
- Your adopted children.
- Your stepchildren.
- Any other child you support who lives with you in a parent-child relationship.

3620

Open Access Managed Choice

You may also cover as your dependent a person who is your domestic partner if you and your partner:

- meet the requirements under California law for entering into a domestic partnership; and
- have jointly executed and filed a Declaration of Domestic Partnership with the Secretary of State; or
- are "domestic partners" as determined in accordance with rules set by your Employer.

No person may be covered both as an employee and dependent and no person may be covered as a dependent of more than one employee.

Enrollment Procedure

Initial Enrollment

To become covered under this Plan, you must request enrollment during the Initial Enrollment Period for yourself and any eligible dependents you wish to cover. The Initial Enrollment Period starts on your Eligibility Date and ends 31 days later.

You will get an enrollment form to fill out. This form will allow your Employer to deduct your contributions from your pay. Be sure to sign and return it before the end of the Initial Enrollment Period. Otherwise, you may be considered a **Late Enrollee**.

Late Enrollment

If you do not sign and return your enrollment form during the Initial Enrollment Period, you and your eligible dependents may be considered **Late Enrollees** and coverage may be deferred until the next late entrant enrollment period. If at the time of your initial enrollment, you elect coverage for yourself only and later request coverage for your eligible dependents, they may be considered **Late Enrollees**.

You must sign and return your enrollment form before the end of the next late entrant enrollment period.

However, you and your eligible dependents may not be considered **Late Enrollees** under the circumstances described in the "Special Enrollment Periods" section below.

Special Enrollment Periods

A person, including yourself, will not be considered to be a **Late Enrollee** if all of the following are met:

- You did not elect Health Expense Coverage for yourself or any eligible dependent during the Initial Enrollment Period (or during a subsequent late enrollment period) because at that time:

  i. the person was covered under another group health plan or other health insurance coverage; and
  ii. you stated, in writing, at the time you refused coverage that the reason for the refusal was because the person had such coverage, but such written statement is required only if your Employer requires the statement and gives you notice of the requirement; and

  the person loses such coverage because:

  i. it was provided under a COBRA continuation provision, and coverage under that provision was exhausted; or
  ii. it was not provided under a COBRA continuation provision, and either the coverage was terminated as a result of loss of eligibility for the coverage, including loss of eligibility as a result of:

    - legal separation or divorce;
    - death;
    - termination of employment;
    - reduction in the number of hours of employment;
    - the employer's decision to stop offering the group health plan to the Eligible Class to which the employee belongs;
    - cessation of a dependent's status as an eligible dependent as such is defined under this Plan;
    - the operation of another Plan's lifetime maximum on all benefits, if applicable;
    - such coverage was under the Healthy Families Program and such coverage terminates due to exceeding the program's income or age limits;
    - such coverage was no share-of-cost Medi-Cal coverage and such coverage terminated; or

iii. employer contributions toward the coverage were terminated.

- You elect coverage within 31 days of the date the person loses coverage for one of the above reasons.

In addition, you and any eligible dependents will not be considered to be **Late Enrollees** if your Employer offers multiple health benefit plans and you elect a different plan during the open enrollment period.

Also, the following persons will not be considered to be **Late Enrollees** given any of the following circumstances:

- You, if you are eligible, but not enrolled, and your newly acquired dependents through marriage, birth, adoption, or placement for adoption. However, you must request enrollment for your newly acquired dependent(s) and yourself, if you are not already enrolled, within 31 days of the marriage, birth, adoption, or placement for adoption.
- Your spouse or domestic partner from whom you are separated or divorced, or child who would meet the definition of a dependent, if you are subject to a court order requiring you to provide health expense coverage for such spouse or child. However, you must request enrollment within 31 days of the court order.

Coverage will be effective:

i. in the case of marriage, on the date the completed request for enrollment is received;
ii. in the case of a newborn, on the date of birth;
iii. in the case of adoption, on the date of the child's adoption or placement for adoption;
iv. in the case of court ordered coverage of a spouse, domestic partner or child, on the date of the court order;
v. in the case of loss of coverage under COBRA continuation, on the date COBRA continuation ended; and
vi. in the case of loss of coverage for other reasons, the date on which the applicable event occurred.

Your contributions toward the cost of this coverage will be deducted from your pay and are subject to change. The rate of any required contributions will be determined by your Employer. See your Employer for details.

Effective Date of Coverage

Employees
Your coverage will take effect on your Eligibility Date.

Dependents
Coverage for your dependents will take effect on the date yours takes effect if, by then, you have enrolled for dependent coverage.

You should report any newly acquired dependents. This may affect your contributions. Coverage will take effect as described in the section entitled, "Special Enrollment Periods".

If any dependent is considered a **Late Enrollee**, coverage will take effect on the first day of the second calendar month following the end of the late entrant enrollment period during which you elect coverage for such dependent.

Special Rules Which Apply to an Adopted Child
Any provision in this Plan that limits coverage as to a preexisting condition will not apply to effect the initial health coverage for a child who meets the definition of dependent as of the date the child is "placed for adoption" (this means the assumption and retention of a legal obligation for total or partial support of a child in anticipation of adoption of the child), provided:

- such placement takes effect after the date your coverage becomes effective; and
- you make written request for coverage for the child within 31 days of the date the child is placed with you for adoption.

Coverage for the child will become effective on the date the child is placed with you for adoption. If request is not made within such 31 days, coverage for the child will be subject to all of the terms of this Plan.

Special Rules Which Apply to a Child Who Must Be Covered Due to a Qualified Medical Child Support Order
Any provision in this Plan that limits coverage as to a preexisting condition will not apply to effect the initial health coverage for a child who meets the definition of dependent and for whom you are required to provide health coverage as the result of a

C. **Maximum Out-of-Pocket Limit.**

If a **Member's Copayments** reach the Maximum Out-of-Pocket Limit set forth on the **HMO** Schedule of Benefits, **HMO** will pay 100% of the contracted charges for **Covered Benefits** for the remainder of that calendar year. **Covered Benefits** must be rendered to the **Member** during that calendar year.

ELIGIBILITY AND ENROLLMENT

A. **Eligibility.**

1. To be eligible to enroll as a **Subscriber**, an individual must:

   a. meet all applicable eligibility requirements agreed upon by the **Contract Holder** and **HMO**; and

   b. live or work in the **Service Area**.

2. To be eligible to enroll as a **Covered Dependent**, the **Contract Holder** must provide dependent coverage for **Subscribers**, and the dependent must be:

   a. the legal spouse or domestic partner of a **Subscriber** under this **EOC**, and who, as of the date of enrollment (with respect to a domestic partner):

   b. the domestic partner of a **Subscriber** under this **EOC.** A domestic partner of a **Subscriber** is a person, as of the date of enrollment, who, with the **Subscriber**, has executed and filed a Declaration of Domestic Partnership with the Secretary of State, or, with the **Subscriber**:

      - provides proof of cohabitation (e.g. driver's license or tax return);
      - is of the age of consent in the state of residence;
      - is not related by blood in any manner that would bar marriage in the state of residence;
      - has a close, committed and monogamous personal relationship;
      - has been sharing the same household on a continuous basis for at least 6 months;
      - has registered as a domestic partner where such registration is available;
      - is not married to, or separated from, another individual;
      - has not been registered as a member of another domestic partnership within the last 6 months; and

      provides proof of three or more of the following:
      - common ownership of real property or a common leasehold interest in such property;
      - common ownership of a motor vehicle;
      - joint bank accounts or credit accounts;
      - designation as a beneficiary for life insurance or retirement benefits, or under the partner's will;
      - assignment of a durable power of attorney or health care power of attorney; or
      - such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case;

      HMO may request documentation of any of the foregoing prior to commencing coverage for a domestic partner.

   c. A dependent unmarried child (including natural, foster, step, legally adopted children, children placed for adoption, a child under court order, dependents of dependents) who meets the eligibility requirements described on the Schedule of Benefits.

3. A **Member** who resides outside the **Service Area** is required to choose a **PCP** and return to the **Service Area** for **Covered Benefits**. The only services covered outside the **Service Area** are **Emergency Services** and **Urgent Care**.

B. **Enrollment.**

Unless otherwise noted, an eligible individual and any eligible dependents may enroll in **HMO** regardless of health status, age, or requirements for health services within 31 days from the eligibility date.

1. Newly Eligible Individuals and Eligible Dependents.

   An eligible individual and any eligible dependents may enroll within 31 days of the eligibility date.

2. Open Enrollment Period.

   Eligible individuals or dependents who are eligible for enrollment but do not enroll as stated above, may be enrolled during any subsequent **Open Enrollment Period** upon submission of complete enrollment information and **Premium** payment to **HMO**.

3. Enrollment of Newly Eligible Dependents.

   a. Newborn Children.

      A newborn child is covered for 31 days from the date of birth. To continue coverage beyond this initial period, the child must be enrolled in **HMO** within the initial 31 day period. If coverage does not require the payment of an additional **Premium** for a **Covered Dependent**, the **Subscriber** must still enroll the child within 31 days after the date of birth.

      The coverage for newly born, adopted children, and children placed for adoption consists of coverage of injury and sickness, including the necessary care and treatment of congenital defects and birth abnormalities, and within the limits of this **EOC**. Coverage includes necessary transportation costs from place of birth to the nearest specialized **Participating** treatment center.

   b. Adopted Children.

      A legally adopted child or a child for whom a **Subscriber** is a court appointed legal guardian, and who meets the definition of a **Covered Dependent**, will be treated as a dependent from the date of adoption or upon the date the child was placed for adoption with the **Subscriber**. "Placed for adoption" means the assumption and retention of a legal obligation for total or partial support of a child in anticipation of adoption of the child. The **Subscriber** must make a written request for coverage within 31 days of the date the child is adopted or placed with the **Subscriber** for adoption.

4. Special Rules Which Apply to Children.

   a. Qualified Medical Child Support Order.

      Coverage is available for a dependent child not residing with a **Subscriber** and who resides outside the **Service Area**, if there is a qualified medical child support order requiring the **Subscriber** to provide dependent health coverage for a non-resident child. The child must meet the definition of a **Covered Dependent**, and the **Subscriber** must make a written request for coverage within 31 days of the court order.

Agreement Signature Page

Acceptance of *Agreement*

Group acknowledges acceptance of this *Agreement* by signing the Signature Page and returning it to Health Plan. If Group does not return it to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Group may **not** change this *Agreement* by adding or deleting words, and any such addition or deletion is void. Health Plan might not respond to any changes or comments submitted on or with this Signature Page. Group may not construe Health Plan's lack of response to any submitted changes or comments to imply acceptance. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new *Agreement* or amendment if Health Plan and Group agree on any changes.

Binding Arbitration

As more fully set forth in the arbitration provision in the applicable *Evidence of Coverage*, disputes between Members, their heirs, relatives, or associated parties (on the one hand) and Health Plan, its health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising out of or related to this *Agreement*, including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items pursuant to this *Agreement*, irrespective of legal theory, must be decided by binding arbitration and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Members enrolled under this *Agreement* thus give up their right to a court or jury trial, and instead accept the use of binding arbitration as specified in the applicable *Evidence of Coverage* except that the following types of claims are not subject to binding arbitration:

- Claims within the jurisdiction of small claims court
- Claims subject to a Medicare appeals procedure as applicable to Kaiser Permanente Senior Advantage and Medicare Cost Members
- If the Member's Group must comply with the Employee Retirement Income Security Act (ERISA) requirements, the claim is a benefit-related request that constitutes a "benefit claim" in section 502(a)(1)(B) of ERISA. Note: Benefit claims under this Section of ERISA are excluded from this binding arbitration requirement only until such time as the United States Department of Labor regulation prohibiting mandatory binding arbitration of this category of claim (29 CFR 2560.503-1(c)(4)) is modified, amended, repealed, superseded, or otherwise found to be invalid. If this occurs, these claims will automatically become subject to mandatory binding arbitration without further notice

Signatures

ADVANCED TECH SECURITY

Authorized Group officer signature

Please print your name and title

Date signed

Kaiser Foundation Health Plan, Inc.
Northern California Region

Jerry Fleming
Authorized officer
Senior Vice President and Health Plan Manager

Executed in San Diego, CA effective 7/1/08
Date: 7/21/08

Please sign and mail us this copy of the *Agreement* Signature Page in the enclosed business-reply envelope to our California Service Center at P.O. Box 23448, San Diego, CA 92193-3448.

Enrollment Unit Chart

The chart below lists the products that your Group has purchased. It also describes how these products (called *contract options*) are organized into administrative groupings (called *enrollment units*) for the purposes of enrollment and billing. Please keep this document handy for future reference as the information it contains will be helpful when reporting membership changes and determining coverage.

***Contract option*:** A unique *contract option* name and number exists for each coverage option (product including benefits and eligibility) that you offer to your members. For example, if you offer the same benefits to all of your members, but have different eligibility rules for different segments of your membership, you will have a separate *contract option* for each coverage option. You will find an *Evidence of Coverage (EOC)* incorporated into the enclosed *Group Agreement* (as described in the "Introduction" section of the *Group Agreement*) if the *contract option* is a Kaiser Foundation Health Plan, Inc., product. Note: *Contract option* ID is the same number as *EOC* number.

Enrollment unit: An *enrollment unit* represents a grouping of *contract options* based on product offerings and billing requirements. If there are *contract options* only available to a specific segment of your member population, then there will be a distinct *enrollment unit* for that segment. If your membership population is billed separately, there will be a separate *enrollment unit* for each segment (or billing unit).

Contract name:	ADVANCED TECH SECURITY
Purchaser ID:	602762
Contract:	1
Version:	3

The following are the *enrollment units* associated with this contract #1:

Enrollment unit number: 0 **Name:** ADVANCED TECH SECURITY
Billing contact: Robert Clarke

Contract option ID/EOC #	Product/contract option names
1	Kaiser Permanente Deductible Plan / DHMO NCR - CURRENT UNION
2	Kaiser Permanente Senior Advantage with Part D / SR ADV GRP HMO NCR - CURRENT UNION
3	Kaiser Permanente Senior Advantage with Part D (MSP) / NCR WORK AGED ASSIGN - CURRENT UNION

Enrollment unit number: 1 **Name:** ADVANCED TECH SECURITY
Billing contact: DEBBIE ORINIA

Contract option ID/EOC #	Product/contract option names
4	Kaiser Permanente Traditional Plan / TRADITIONAL HMO NCR - NON UNION HI
5	Kaiser Permanente Senior Advantage with Part D / SR ADV GRP HMO NCR - NON UNION HI
6	Kaiser Permanente Senior Advantage with Part D (MSP) / NCR WORK AGED ASSIGN - NON UNION HI

Option D

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA

A Mutual Company - Incorporated 1860 by the State of New York
7 Hanover Square, New York, New York 10004

GROUP INSURANCE POLICY PROVIDING BENEFITS FOR DENTAL CARE EXPENSES

Policyholder: ANDREWS INTERNATIONAL

Group Policy Number: G-00414814

Delivered in: California

Policy Effective Date: June 1, 2006

Policy Anniversaries: July 1st of each year, beginning in 2007.

THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA (herein called "The Guardian," "us," "we," or "our") in consideration of the application for this Policy and of the payment of premiums as stated herein, agrees to pay benefits in accordance with and subject to the terms of this Policy.

Premiums are payable by the Policyholder as hereinafter provided. The first premium is due on the Policy Effective Date, and subsequent premiums are due, during the continuance of this Policy, the first day of each month.

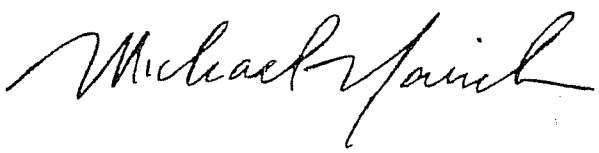
This Policy is delivered in the jurisdiction specified above and is governed by the laws thereof.

The provisions set forth on the following pages are part of this Policy.

This Policy takes effect on the Policy Effective Date specified above.

In Witness Whereof, The Guardian has caused this Policy to be executed as of July 5, 2006 which is its date of issue.

The Guardian Life Insurance Company of America



Second Vice President & Actuary, Group Insurance

GP-1-MDG1 P850.0043

Option C

DEFINITIONS

Alternative Procedure means a service other than that recommended by the Member's PCD. But, in the opinion of the PCD, such procedure is also an acceptable treatment for the Member's dental condition.

GP-1-MDGD1 P850.0421

Option D

Dentist means any dental practitioner who: (a) is properly licensed or certified under the laws of the state where he or she practices; and (b) provides services which are within the scope of his or her license or certificate and covered by this Plan.

GP-1-MDGD3 P850.0422

Option D

Dependent means a person listed on the Employee's enrollment form who is any of the following:

(1) the Employee's spouse;

(2) an unmarried Dependent Child of either the Employee or his or her spouse who:

(a) is less than 20 years of age, or less than 26 if a full-time student;

(b) lives with the Employee most of the time; and

(c) depends primarily on the Employee or his or her spouse for support and maintenance.

The term "Dependent Child" as used in this Plan includes any: (a) stepchild; (b) newborn child; (c) legally adopted child; (d) grandchild who is the Employee's or the Employee's spouse's dependent and is living with and in the household of the Employee; or (e) child for whom the Employee is court-appointed legal guardian if the child: (i) is a part of the Employee's household; and (ii) is primarily dependent on the Employee for support and maintenance. The term also includes any child for whom a court-ordered decree requires the Employee to provide Dependent coverage, and any child who is the subject of a legal suit for adoption by the Employee.

(3) A mentally retarded or physically handicapped Dependent Child who: (1) has reached the upper age limit of a Dependent Child; (2) is not capable of self-sustaining work; and (3) depends primarily on the Employee for support and maintenance. The Employee must furnish proof of such lack of capacity and dependence to MDG within 31 days after the child reaches the limiting age, and each year after that, if requested by MDG.

(4) An Employee's domestic partner, who may be treated as a spouse under this Plan, subject to the conditions below.

In order for a domestic partner to be treated as a spouse under this Plan, both the Employee and his or her domestic partner must:

- be 18 years of age or older;
- be unmarried, constitute each other's sole domestic partner and not have had another domestic partner in the last 12 months;
- share the same permanent address for at least 12 consecutive months and intend to do so indefinitely;
- share joint financial responsibility for basic living expenses including food, shelter and medical expenses;
- not be related by blood to a degree that would prohibit marriage in the Employee's state of residence; and

- be financially interdependent which must be demonstrated by at least four of the following: (a) ownership of a joint bank account; (b) ownership of a joint credit account; (c) evidence of a joint mortgage or lease; (d) evidence of joint obligation on a loan; (e) joint ownership of a residence; (f) evidence of common household expenses such as utilities or telephone; (g) execution of wills naming each other as executor and/or beneficiary; (h) granting each other durable powers of attorney; (i) granting each other health care powers of attorney; (j) designation of each other as beneficiary under a retirement benefit account; or (k) evidence of other joint financial responsibility.

The Employee must complete a "Declaration of Domestic Partnership" attesting to the relationship.

Upon termination of a domestic partnership, a "Statement of Termination" must be completed and filed with the Employer. Once the Employee submits a "Statement of Termination," he or she may not enroll another domestic partner for a period of 12 months from the date of the previous termination.

The term "Dependent" does not include a person who is also covered as an Employee for benefits under any dental plan which You offer, including this one.

GP-1-MDG-4-DMST-2002 P850.0635-R

Option D

Emergency Dental Services are limited to procedures administered in a Dentist's office, dental clinic, or other comparable facility, to evaluate and stabilize dental conditions of a recent onset and severity accompanied by excessive bleeding, severe pain, or acute infection that would a prudent layperson possessing an average knowledge of dentistry to believe that immediate care is needed.

GP-1-MDGD5-TX P850.0429

Option D

Employee means a person: (a) who meets Your eligibility requirements; and (b) for whom You make monthly payments.

GP-1-MDGD6 P850.0430

Option D

Employer or **Planholder** means the Employer or other entity: (a) with whom or to whom this Plan is issued; and (b) who agrees to collect and pay the applicable premium on behalf of all its Members.

GP-1-MDGD7 P850.0431

Option D

Member means an Employee and any eligible Dependents: (a) as defined under the eligibility requirements of this Plan; and (b) as determined by You, who are actually enrolled in and eligible to receive benefits under this Plan.

GP-1-MDGD8 P850.0432

Option D

Non-Participating Dentist means any Dentist who is not under contract with MDG to provide services to Members.

GP-1-MDGD9 P850.0433

Option D

Participating Dentist means a Dentist under contract with MDG. This term includes any hygienist and technician recognized by the dental profession who assists and acts under the supervision of such Dentist.

GP-1-MDGD10 P850.0434

Option D

Participating General Dentist means a Dentist under contract with MDG: (a) who is listed in MDG's directory of Participating Dentists as a general practice Dentist; and (b) who may be selected as a PCD by a Member and assigned by MDG to provide or arrange for a Member's dental services.

GP-1-MDGD11 P850.0435

Option D

Participating Specialty Care Dentist means a Dentist under contract with MDG as an: (a) Endodontist; (b) Pediatric Specialty Care Dentist; (c) Periodontist; (d) Oral Surgeon; or (e) Orthodontic Specialty Care Dentist.

GP-1-MDGD12B-TX P850.0437

Option D

Patient Charge means the amount, if any, specified in the Covered Dental Services And Patient Charges section of this Plan. Such amount is the patient's portion of the cost of covered dental services.

GP-1-MDG-D13 P850.0438

Option D

Plan means the MDG group plan for dental services described in this Plan.

GP-1-MDG-D14 P850.0439

Option D

Primary Care Dentist (PCD) means a dental office location: (a) at which one or more Participating General Dentists provide covered services to Members; and (b) which has been selected by a Member and assigned by MDG to provide and arrange for his or her dental services.

GP-1-MDG-D15 P850.0440

Option D

Service Area means the geographic area in which MDG is licensed to provide dental services for Members, and includes Austin, Bains, Bastrop, Bell, Blanco, Bosque, Brazoria, Burleson, Burnet, Caldwell, Chambers, Collin, Colorado, Comal, Cooke, Dallas, Denton, Ellis, Erath, Fannin, Fayette, Fort Bend, Galveston, Gonzales, Grayson, Grimes, Guadalupe, Harris, Hays, Henderson, Hill, Hood, Hunt, Jack, Johnson, Kaufman, Kendall, Lampasas, Lee, Liberty, Llano, Madison, Matagorda, Milam, Montague, Montgomery, Navarro, Palo Pinto, Parker, Polk, Rockwall, San Jacinto, Somervell, Tarrant, Travis, Trinity, Van Zandt, Walker, Waller, Washington, Wharton, Williamson, and Wise counties.

GP-1-MDGD16-TX P850.0441

Option D

We, Us, Our and MDG mean Managed DentalGuard, Inc.

GP-1-MDGD17-TX P850.0442

COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM

Managed Dental Care of California
6200 Canoga Avenue, Suite 100
Woodland Hills, California 91367
1-800-273-3330

We, MDC, certify that the *employee* named below is entitled to the benefits provided by MDC described in this form, provided the eligibility and effective date requirements of the *plan* are satisfied.

Group Policy No.	Form No.	Effective Date
Issued To		

This Evidence of Coverage and Disclosure Form constitutes only a summary of the *plan*. The dental care *plan* contract should be consulted to determine the exact terms and conditions of coverage. This Form replaces any Evidence of Coverage and Disclosure Form previously issued under the above *plan* or under any other plan providing similar or identical benefits issued to your *employer* by MDC. A specimen copy of the *plan* contract will be furnished upon request. "The Health Plan Benefits and Coverage Matrix is attached. The applicant has a right to view the Evidence of Coverage prior to enrollment. The Evidence of Coverage discloses the terms and conditions of coverage. What we cover is based on all the terms of this plan. Read this booklet carefully and completely for specific benefit levels, payment rates, payment limits, and copayments. Individuals with special health care needs should read carefully those sections that apply to them. You may call the MDC Member Service Department at (800) 273 3330 if you have any questions after reading this booklet."

President

GENERAL PROVISIONS

Public Policy Committee

MDC maintains a Public Policy Committee composed of at least 3 Members, one Participating Dentist and one member of MDC's Board of Directors. Members may call MDC for more information about the Committee.

Confidentiality

A STATEMENT DESCRIBING OUR POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

You may contact our Member Services Department by telephone, 800-273-3330, or by mail to P.O. Box 4391, Woodland Hills, CA 91367 to request a copy of the plan's Confidentiality Statement. The Confidentiality Statement describes how MDC maintains the confidentiality of dental information obtained by and in the possession of MDC.

CGP-3-MDC3 B850.0813

MEMBER ELIGIBILITY AND TERMINATION PROVISIONS

Enrollment Procedures

You and your Dependents may enroll for dental coverage by: (a) filling out and signing the appropriate enrollment form and any additional material required by your Employer; and (b) returning the enrollment material to your Employer. After your enrollment material has been received by MDC, You or your Dependents need only contact the selected and assigned Primary Care Dentist's office to obtain services.

MDC will issue You and each of your Dependents, either directly or through your Employer's representative, an MDC ID card. The ID card will show the Member's name and the name, address and telephone number of the selected and assigned Primary Care Dentist.

In the event dental coverage is provided for a dependent pursuant to a court or administrative order, a non-covered custodial parent (or guardian) will be provided a copy of the dependent's Evidence of Coverage and Disclosure Form and an ID card if requested by telephone or in writing. Upon receipt of appropriate notification, the Plan will notify the non-covered custodial parent or guardian if the dependent's coverage is altered or terminated.

In the event an eligible employee is required by a court or administrative order to provide dental coverage for a dependent, the dependent, who is otherwise eligible, will be permitted to enroll without regard to enrollment period restrictions.

If the enrolled employee fails to obtain coverage for the dependent, the dependent may be enrolled upon presentation of the court order, or request of the District Attorney, the other parent or guardian, or the Medi-Cal program.

The Plan shall not disenroll or eliminate coverage of the Dependent unless either of the following applies:

1. the Employer terminates coverage for all Employees.
2. the Plan is provided with satisfactory written evidence that either of the following apply:
   (a) court order or administrative order is no longer in effect or is terminated pursuant to Section 3770.

(b) the dependent is or will be enrolled in comparable dental coverage that will take effect not later than the effective date of the dependent's disenrollment.

Open Enrollment Period

If You do not enroll for dental coverage under this Plan within 30 days of becoming eligible, You must wait until the next open enrollment period to enroll. The open enrollment period is a 30 day period which occurs once every 12 months after this Plan's Effective Date, or at time intervals mutually agreed upon by your Employer and MDC.

If, after initial enrollment, You or one of your Dependents disenroll from the Plan before the open enrollment period, the Member may not re-enroll until the open enrollment period which occurs after he or she has been without coverage for one full year.

Eligibility

The determination of who is eligible to participate and who is actually participating in the plan shall be determined by your Employer and the group contract.

Any disputes or inquiries regarding eligibility, renewal, reinstatement and the like should be directed to your Employer or MDC as appropriate. MDC will not discriminate against any member based upon age, race, religion, national origin, sex, or sexual orientation.

Eligible Dependents

Eligible Dependents are (1) your spouse, (2) your or your spouse's unmarried Dependent Child who (a) is less than 20 years of age, or less than 26 if a full time student, and (b) depends primarily on you or your spouse for support and maintenance. The term Dependent Child as used in this Plan will include any stepchild, newborn child between birth and age 36 months, legally adopted child, child for whom you are court appointed legal guardian, or proposed adoptive child, during any waiting period prior to the formal adoption if the child is part of your household and is primarily dependent on you for support and maintenance. The term also includes any child for whom a court-ordered decree requires you to provide dependent coverage; (3) a mentally retarded or physically handicapped Dependent Child who has reached the upper age limit of a Dependent Child, is not capable of self-sustaining work, and depends primarily on you for support and maintenance; (4) an Employee's domestic partner, who may be treated as a spouse under this Plan, subject to the conditions below:

In order for a domestic partner to be treated as a spouse under this Plan both the Employee and his or her domestic partner must:

- be 18 years of age or older;
- be unmarried, constitute each other's sole domestic partner and not have had another domestic partner in the last 12 months;
- share the same permanent address for at least 12 consecutive months and intend to do so indefinitely;
- share joint financial responsibility for basic living expenses including food, shelter and medical expenses;
- not be related by blood to a degree that would prohibit marriage in the Employee's state of residence; and

XI-13. INSURANCE

If awarded a contract, the proposer(s) will furnish the City evidence of insurance coverage as follows: $5,000,000 per occurrence for General Liability; $2,000,000 per occurrence for Auto Liability, the statutory limit for Workers' Compensation, and $1,000,000 for Employer's Liability. Details and instructions regarding insurance requirements are in the City's Office of the City Administrative Officer, Risk Management website at http://www.lacity.org/cao/risk/index. In addition, insurance forms which must be completed and approved by the Office of the City Administrative Officer, Risk Management prior to contract execution are also available at the website. These forms are for information only and do not need to be returned with the Proposal.

Andrews International carries a variety of bonding and insurance coverage depending upon our clients' needs and specifications. We maintain Comprehensive General Liability coverage, Comprehensive Automobile Liability coverage and Workers Compensation and Employers' Liability. We also carry Excess Liability in the amount of 12,000,000 or in amounts dependent on our clients' needs.

Specimen certificates of insurance are attached for your review. Insurance limits will be adjusted to meet the needs of the City.

ACORD CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy): 10/3/2008

Producer: Breann Hoberman

Countrywide Insurance Services, Inc.
P.O. Box 25317
Santa Ana CA 92799
(949) 222-8500
insurance.countrywide.com/Commercial/default.aspx
OC17399

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A	Lexington Insurance Co. NAIC #19437
INSURER B	Hartford Fire Insurance Company NAIC #19682
INSURER C	Arch Insurance Company NAIC #11150
INSURER D	Navigators Specialty Insurance Co. NAIC #36056
INSURER E	

Insured

Andrews Holdings Co. and its subsidiaries

(see attached addendum)
27959 Smyth Drive
Valencia CA 91355

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIAB ☐ CLAIMS MADE ☑ OCCUR ☑ $25,000 Deduct GEN'L AGG LIMIT APPLIES PER ☑ POLICY ☐ PROJECT ☐ LOC	41-LX-6262320-1	9/21/2008	9/21/2009	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG Prof. Liab.	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ Included $ Included
B	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS	72UENHY4131	3/17/2008	3/17/2009	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	EXCESS LIABILITY ☑ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☑ RETENTION $ 10,000	41-UD-03991380-1	9/21/2008	9/21/2009	EACH OCCURRENCE AGGREGATE	$ 12,000,000 $ 12,000,000
C	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	ZAWCI9111600	1/23/2008	1/23/2009	☑ STATUTORY LIMIT ☐ OTHER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Umbrella	NY08EXC523796NC	9/21/2008	9/21/2009	Each Occurrence $7,000,000 Aggregate $7,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

* 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE

Stephen Wood

© ACORD CORPORATION 1988

XI-14. CHILD SUPPORT ASSIGNMENT ORDERS

Proposers are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.10, Child Support Assignment Orders. Proposers shall access the City Attorney website identified above for further information.

Andrews International will comply with the Child Support Assignment Ordinance. Please find the completed Certification of Compliance with Child Support Obligations Form attached.

EXHIBIT 2

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Andrews International, Inc will:

Name of Business/Borrower

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business/the Borrower are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business/Borrower will maintain such compliance throughout the term of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at :

VALENCIA, LOS ANGELES, CALIFORNIA
City/County/State

Date 1-29-09

Andrews International, Inc. 27959 Smyth Dr. Valencia, CA 91355
Name of Business Address

Signature of Authorized Officer or Representative

Roger ANDREWS
Print Name

E.V.P.
Title

661-775-8400
Telephone Number

XI-15. CONTRACTOR RESPONSIBILITY ORDINANCE

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.,* of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Ordinance. This Ordinance requires that all proposers complete and return, with their response, the responsibility questionnaire for service contracts. This questionnaire, and additional information about the ordinance, may be accessed at the Bureau of Contract Administration website http://bca.ci.la.ca.us/. Failure to return the completed questionnaire may result in the proposer being deemed non-responsive. The Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within thirty calendar days, after any changes to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract. Pursuant to the Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Ordinance requires each contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Ordinance; and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Ordinance.

Please find the completed City of Los Angeles Responsibility Questionnaire attached.

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of General Services — City Department/Division Awarding Contract

Contract Administrator — City Contact Person

Phone

Office of Public Safety Security Services

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Andrews International, Inc.

Bidder/Proposer Business Name

27959 Smyth Drive — Street Address

Valencia — City

CA — State

91355 — Zip

Roger Andrews, Executive Vice President — Contact Person, Title

661 775 8400 — Phone

661-775-8794 — Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☒ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated _____/_____/_____.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____/_____/_____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Roger Andrews EVP — Print Name, Title

[signature] — Signature

1-29-09 — Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 02/08/2006 State of incorporation: DE

List the corporation's current officers.

President: Randy Andrews, CEO

Vice President: Ty Richmond, COO

Secretary: James Wood, President

Treasurer: Mike Topf, Secretary & Treasurer

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☐ **Limited Liability Company:** Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

   ☒ Yes ☐ No

   If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

   ☒ Yes ☐ No

   If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

   ☒ Yes ☐ No

   If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

   ☒ Yes ☐ No

   If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5 Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 20 Years. (Since 1988 as AdvancedTech Since 2006 AS Andrews International

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☒ No

If, Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☒ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☒ Yes ☐ No

(c) Employment-related litigation brought by an employee?

☒ Yes ☐ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Roger Andrews E.V.P. — Print Name, Title

Signature

1-29-09 — Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the Internet for public review. Make copies of this Attachment if additional pages are needed.

Page 3, C. 1, 2, 3, 4

1. Andrews Holdings, LLC is the parent company of Andrews International, Inc.

2., 3. Advanced Tech Security Services, Inc.

Los Angeles-based Advanced Tech Security Services, Inc. was formed in 1988. In March 2006, Advanced Tech Security merged with Copstat Security LLC and its subsidiary, HMI Associates through an investment firm relationship. Andrews International was formed from the merger of the three companies on December 31, 2006.

Advanced Tech Security Services remains a dba of Andrews International, inc.

Advanced-Tech Security Services
27959 Smyth Drive
Valencia, CA 91355
Randy Andrews, CEO

4. Both Andrews International, Inc. and Advanced Tech Security Services, Inc. are licensed by BSIS. This contract will be serviced under the Andrews International, Inc. license, number PPO 15736.

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the Internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Submitted To Employer Practices Liability Insurance Company (EPLI & D&O)

Mellieon vs. Andrews International

Plaintiff alleges discrimination and wrongful termination for disability of H.I.V. status. Settled case with full waiver.

Kurt Wentzel vs Andrews International

Alleged Hostile Work environment based on disability. Internal investigation cleared all allegations. Strategy will be to aggressively dispute.

Carmella Reyes vs. Andrews International

Single plaintiff harassment/discrimination/hostile work environment. Case is in discovery and investigation. So far claims are unsubstantiated; evidence shows that plaintiff may have initiated relationship.

Plaintiff has not specified general or specific damages so potential damages to AI are unknown. Investigation continuing. Attorney Manning and Marder assigned. Case settled.

Christopher Morse vs. Andrews International

Alleged sexual orientation discrimination/harassment. We have submitted signed arbitration agreement so the matter should go to arbitration. It is unknown what plaintiff is seeking in general or special damages. Discovery proves credibility issues with plaintiff. Attorney posture to defend vigorously.

Plaintiff amended complaint to assert a class action against AI for failure to provide compensation for meal and rest periods. These claims may be served and joined with the Roman case.

John Rives and Patricia Ann Rives vs. Andrews International/Randy Andrews

Alleged Wrongful termination by disgruntled employees...EE also filed W.C. suit for alleged injury (contrary evidence to that end) and has documented history of suing several past employers for same...Litigated by Manning and Marder...Confident that "Insurance Fraud" will be revealed.

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Donna Rigano vs. Client and Andrews International

Claimant alleges physical and sexual attack in parking lot where Andrews was providing Security...Suit filed for "lack of adequate security". Claim was closed in July but then recently reopened by Claimant. Waiting for confirmation of legal representation appointed by Insurance Carrier.

NON INSURANCE CASES Class Action/Compliance Issues

Roman v. Andrews international

Class action alleging violation of split shift premium pay and interrupted lunch breaks. Unable to project cost at this time, however, confident that we have solid evidence refuting the allegations. A motion for dismissal was submitted. The judge denied this motion. We are appealing this ruling as we believe it is in error.

Roman's first deposition took place on July 23, 2006. She has no other class members on this case and we were successful in refuting her interrupted lunch break allegation. We have refuted the split shift premium allegation. I am confident we can defeat this claim. The one issue of liability that remains is the lunch waiver that was in place in 2003. For a 3 month period, it did not meet the legal standard in Ca. Roman is being scheduled for a second deposition.

Mediation is scheduled for May 6, 2008. Our goal is to settle if unsuccessful on appeal.

Hanson v. Andrews International

Class action alleging violations of California wage and labor laws. Claiming violations of meal breaks and overtime. 1099 status will be an issue in this case. Manning and Marder are handling the case. Mediation took place on Nov. 15th. Plaintiff attorney is not agreeable to a "claims made" class action solution. He wants all overtime owed to be paid automatically to all former 1099 employees for the last 4 years. This equates to 467 employees. Plaintiff attorney figures are grossly inflated and we will come back prepared with accurate figures.

While not admitting guilt, the case was settled for economic reasons prior to trial. Settlement agreement includes all overtime liability, penalties, Hansen's "enhancement fee", administration costs and attorneys' fees and cost to Hansen.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 5, F. 13

Richard Fitsgibbon vs. HMI Associates

Class Action alleging violation of California wage and labor laws. Former employee complaint of lack of compensation for overtime, meal periods, working off the clock and accurate itemization of wage statements. The Complaint was filed on 03/25/2008; the relevant time period is 02/2004 to present, encompassing only two years post merger. Plaintiff resigned one week after merger. Two year statute of limitations may bar some, if not all, of his claims.

Atoya Lagway vs. Andrews International

Former Employee is alleging labor law violations in July 2008. Same issues regarding expense/OT Compensation. Case just filed, settlement anticipated.

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check Yes in response to Question No. 16 if your firm or any of its owners, partners or officers have ever been investigated, cited, assessed any penalties or found to have violated any laws, rules or regulations enforced or administered by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor
- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice
- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

Federal Equal Employment Opportunity Commission
- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations
- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice

LOCAL ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 4.9

Company Name	City of Burbank
Contact Name	Patrick Lynch
Title/Position of Contact	Captain, Burbank Police Department
Address	200 N. 3rd Street, Burbank, California 91502
Telephone Number	818-238-3213
Contract Start	10/07
Scope	Provide magnetometer and audience screening for City Council meetings open to the public.
Annual Revenue	$28,600

ATTACHMENT B FOR SECTIONS D THROU H H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the Internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 4

9.

Client Name	State of Nevada
Purpose	Unarmed and armed contract security services, patrol and random marked vehicle stops as needed for various agencies statewide.
Contract Value	$15 Million ($3M annually)
Project Dates (Starting/Ending)	9/1/2008 to 9/1/2012

Client Name	New York City Housing Preservation and Development (HPD)
Purpose	Administrative Offices and Housing locations, access control, patrol and Fireguard services upon request.
Contract Value	$1 Million annually (approximately $6 Million contract)
Project Dates (Starting/Ending)	7/1/02 started as Copstat Security and 2/06 merged with AI, official name change in 1/07 to AI, Ended 6/30/2008.

Client Name	Hollywood Property Owners Alliance, BID
Purpose	Provide armed, California P.O.S.T. certified retired peace officers to enforce laws pertinent to quality of life issues for the Business Improvement Districts. Interact with public entities, including the Los Angeles Police Dept., Los Angeles City Attorney's Office, Public Works Dept., Los Angeles Fire Dept., Health and Mental Illness facilities and other social agencies to facilitate and improve the working relationship of property owners with the Business Improvement Districts.
Contract Value	$2.3M Annually
Project Dates (Starting/Ending)	1/1/2007 – ongoing contract

10. Contracts have been terminated for a variety of reasons, but the percentage of terminated business is small. Reasons include economic issues, budget cuts on the client side, service issues, corporate buyouts or mergers, client ownership changes, conversion to Union or in-house services, facilities closing.

XI-16. AMERICANS WITH DISABILITIES ACT (ADA)

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. seq. Proposers awarded a contract through this RFP must comply with the Americans with Disabilities Act.

Please find the completed Certification Regarding Compliance with the Americans with Disabilities Act attached.

EXHIBIT 3
CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract NUMBER 2009 Security Guard Services. C-115978

CONTRACTOR/BORROWER/AGENCY Andrews International Inc.

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Roger Andrews

SIGNATURE

DATE 1-29-09

XI-17. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Please find the completed City of Los Angeles Slavery Disclosure Ordinance attached.

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments to the Awarding Authority. This is required only of the Company actually selected for award of a Contract. It must be done before the Contract or Contract amendment can be executed. Questions regarding the Affidavit may be directed to the Department of Public Works, Office of Contract Compliance located at 1149 S. Broadway Street, 3rd Floor, Los Angeles, California 90015. Phone: (213) 847-1922; Fax: (213) 847-2777.

City Department Awarding Agreement Office of Pub. Safety Department Contact Person _____

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Roger Andrews, EVP, am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

Company Name	Phone	Federal ID #	
Andrews International, Inc.	661-775-8400		
Street Address	**City**	**State**	**Zip**
27959 Smyth Dr.	Valencia, CA	CA	91355

3. Has the Company submitted the SDO Affidavit previously? X NO ___YES Date of prior submission: _____
If "NO," complete Section 4, 5, and 6. If "YES," list the date of prior submission and skip to Section 6 and execute the form.

4. The Company came into existence in 2006 (year).

5. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that:

X The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

_____ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.

_____ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.

6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on 1-29-07 (Date) at VALENCIA (City), CA (State)

Signature: _____ Title: E.V.P.

DEFINITIONS

Awarding Authority means a subordinate or component entity or person of the City, such as a City Department or Board of Commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City of Los Angeles.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Designated Administrative Agency (DAA) means the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

XI-18. DISPOSITION OF PROPOSALS

All proposals submitted in response to this RFP will become the property of the City and will be a matter of public record, with the exception of the Contractor Responsibility Ordinance (CRO) Questionnaire, which shall remain confidential per California Public Contract Code section 20101(a). Proposers must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 *et seq.*).

Any proposer claiming such an exemption must identify the specific provision of the Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers and employees, from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefore. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Lastly, all proposers claiming an exemption must also submit an unbound redacted version of their proposal to be submitted in response to a Public Records Act request. If not, the entire proposal without redactions may be submitted.

The customer reference information provided within this proposal is trade secret and provided solely for the purposes of demonstrating AI's experience. The following references may be contacted in connection with this RFP, but the information is not to be shared outside of relevant use as a service reference for this procurement process.

AI agrees to defend, indemnify and hold harmless the City and its officers and employees, from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefore.

Company Name	State of Nevada
Contact Name	Lyn C. Callison
Title/Position of Contact	Purchasing Officer
Address	515 E. Musser Street, Suite 300 Carson City Nevada 89701
Telephone Number	775-684-0198
Contract Start	09/01/08
Scope	Provide armed (40%) and unarmed (60%) security officers to protect property and employees at several agencies (i.e. Department of Motor Vehicles, Welfare, Adult Mental Health) through a piggyback contract throughout the State of Nevada. Hours per week are 2520, with 1780 in Southern Nevada and 740 in Northern Nevada. The contract is serviced by approximately 80 officers with tenure of approximately three (3) years. 95 percent of the officers were retained from the incumbent staff and the tenure of those officers since our implementation is approximately 90 percent.
Annual Revenue	$3.5M



Company Name	California Lottery
Contact Name	Pat Walsh
Title/Position of Contact	Contract Administrator
Address	600 North 10th street, Sacramento, CA 95811
Telephone Number	916.324.8310
Contract Start	12/2006
Scope	Al provides unarmed security officer services. Staffing consists of approximately 50 employees with average employee tenure of 7 years. Al provides security for the corporate office in Sacramento and warehouses in Sacramento and Rancho Cucamonga. These are highly secured facilities that house lottery game cards. We handle all ingress and egress control, monitor CCTV systems and alarm systems. Control center monitors a 250 camera DVM system which provides remote monitoring of 10 district offices, Big Spin filming facility and game card manufacturing in Austin, Texas. We also manage a game card theft hot line.
Annual Revenue	

Company Name	City of Burbank
Contact Name	Patrick Lynch
Title/Position of Contact	Captain, Burbank Police Department
Address	200 N. 3rd Street, Burbank, California 91502
Telephone Number	818-238-3213
Contract Start	10/07
Scope	Provide magnetometer and audience screening for City Council meetings open to the public.
Annual Revenue	$28,600

Company Name	MTA Metro-North Railroad
Contact Name	Sean Ryan
Title/Position of Contact	Assistance Chief Security Officer
Telephone Number	212.340.3489, 212.340.3428
Contract Start	6/2006
Scope of Work Summary	Provide ingress and egress access control for 12 rail yard access points. Maintain a safe and secure environment for all person's who enter upon or exit the facilities and protect them from harm, theft or other unlawful activity and/or deter, observe, detect, report or respond to unlawful or unauthorized activities, as required at the specified location. 36 staff members with average of 1428 hours per week at 13 locations.
Annual Revenue	$1.4M

Company Name	Hollywood Property Owners Alliance/ Hollywood BID



Contact Name	Kerry Morrison
Title/Position of Contact	Executive Director
Telephone Number	323.463.6767
Contract Start	January 2007
Scope of Work Summary	Provide 784 hours per week of armed, California P.O.S.T. certified retired peace officers to enforce laws pertinent to quality of life issues for the Business Improvement Districts. Interact with public entities, including the Los Angeles Police Dept., Los Angeles City Attorney's Office, Public Works Dept., Los Angeles Fire Dept., Health and Mental Illness facilities and other social agencies to facilitate and improve the working relationship of property owners with the Business Improvement Districts.
Annual Revenues	$2.3M

Company Name	Southern California Edison (SCE)
Contact Name	Frank Alvarez
Title/Position of Contact	Security Manager
Address	8631 Rush Street, Room 101, Rosemead, California 91770
Telephone Number	626.302.7913
Fax Number	626.302.7881
Contract Start	9/11/2006
Scope	Contract security coverage of SCE's Corporate Headquarters located in Rosemead, California. With a staff of 55 officers, Andrews International maintain and operate bike patrols, vehicle patrols, all lobby entrances and operate two 24x7 dispatch and monitoring stations for SCE's local and remote stations throughout Southern California.

Company Name	California ISO (Independent System Operator)
Contact Name	Robert Bennyworth
Title/Position of Contact	Security Operations Manager
Address	151 Blue Ravine Road, Folsom, California
Telephone Number	916.351.2377
Email Address	rbennyworth@caiso.com
Contract Start	2003
Scope of Work	Corporate campus armed security services and emergency first response provider for 1020 hours per week in California.
Annual Revenue	$1.2M

Company Name	Hollywood Center Studios
Contact Name	Jason Nuss
Title/Position of Contact	Stage Manager
Address	1040 N. Las Palmas, Los Angeles, CA 90038
Telephone Number	323.469.5000

Contract Start	9/25/2006
Scope	The operation consists of a post commander and sixteen security officers. We are responsible for all access control for the studio. We man the front gate, back gate, pedestrian gate, lot B, lot 27, rover and parking pad. The officers monitor cameras and perform scheduled patrols on each shift. The studio has fulltime tenants as well as production companies who are renting space. A well run security team is a big part of selling the studio to these clients. The officers receive the following training: ▪ Mandatory California BSIS training for state licensing ▪ American Heart First AID/CPR/AED Training. ▪ 10 day 8 hour intensive training (studio policies and procedures). ▪ Four 8-hour security related training. ▪ Fire life safety training. (Fire extinguisher) ▪ Emergency response training. ▪ Disaster preparedness training. ▪ Incident report writing classes

Company Name	Anheuser Busch, Los Angeles Brewery
Contact Name	Chris Harden
Title/Position of Contact	EHS Manager
Address	15800 Roscoe blvd, Van Nuys Ca 91406
Telephone Number	818.908.5593
Contract Start	1996
Scope	Provide uniformed unarmed guard services approx 1600 hours weekly

Company Name	Rio Hondo College
Contact Name	George Lopez
Title/Position of Contact	Manager of Facilities and Operations
Address	3600 Workman Mill Road, Whittier, CA 90601
Telephone Number	562.692.0921 x. 3935
Contract Start	1/8/2007
Scope	Maintain campus security for over 20,000 students each semester on the Southeast Los Angeles County college. During the beginning of each semester, Al augments the existing 20 person staff with additional staff to assist with traffic control, van pools and operating student trams. Officers assigned to this location not only have their BSIS security credentials, but they are also DMV Class B "Passenger Endorsed" drivers. Also, we participate in the DMV's PULL Program that guarantees we ensure all drivers are compliant with the DMV requirements by 5-panel drug screening and medically cleared. The account is serviced by 25 officers with average officer tenure of 2 years.

Company Name	Sony Pictures and Entertainment, Inc.
Contact Name	Stevan Bernard
Title/Position of Contact	Senior Vice President, Corporate Security and Safety
Address	10202 W. Washington Blvd., Culver City, Ca 90232
Telephone Number	310.244.6544
Email Address	stevan_bernard@spe.sony.com
Contract Start	July 1, 2005 (Client since 1987)
Hours Per Week	6,045
Scope of Work	Provide full security and management for a major motion picture studio, from film distribution to executive protection. Andrews International has developed and maintained a comprehensive, full service corporate security program including anti-piracy and special events. The studio has approximately 3000 employees that work in or around the studio environment. Sony hosts approximately 20,000 guests including talent every month. To effectively deal with day-to-day operations the security department has blossomed into four main components called SEHS. This acronym stands for the following: Security Personnel approx 225 including Management Environmental Personnel approx 10 Health Personnel approx 10 plus 1 Doctor Safety Personnel approx 10 Each of these departments has a significant role with day-to-day operations and each of the members is cross-trained to assist other departments as needed based on the current situation at hand. All departments are required to train with security on a quarterly basis; this does not include bi-weekly training drills. The Security Operations Department is supported by 170 personnel not including management and is responsible for physical security for the studio and it's surrounding off lot properties. The security officers are responsible for access control for the studio for employees, tenants and visitors to Sony. Each officer is responsible for patrolling studio property and responding to medical or emergency situations on or off studio property. The Town Patrol Unit is staffed by six armed, ex-law enforcement officers. Each officer is armed working in an off duty capacity with a license to carry a concealed weapon in the State of California. The officer on duty is required to respond to any suspicious persons, suspicious packages, suspicious vehicles, trespassing, and disturbance call. This unit is also responsible for patrolling all 27 on and off lot Sony Pictures properties and reporting and discrepancies to Command Central. This position is the primary liaison between Company and responding law enforcement agencies should an emergency situation arise.