

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

TRIAD CONSULTING & SYSTEM DESIGN GROUP, LLC

[UASI FY 2016/17 Critical Infrastructure and Data Input Project; RFP No. 1816]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and TRIAD CONSULTING & SYSTEM DESIGN GROUP, LLC, a California limited liability company ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with UASI FY 2016/17 Critical Infrastructure and Data Input Project (RFP No. 1816) ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until March 30, 2020, unless otherwise terminated pursuant to the provisions herein. The term may be extended for an additional one-year period, upon mutual agreement of the parties.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum of Two Hundred Twenty-Nine Thousand Nine Hundred Eighty-Seven Dollars (\$229,987.00), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Fire Department  
City of Riverside  
Attn: Mark Annas  
3085 St. Lawrence Street  
Riverside, CA 92504

To Consultant

Triad Consulting & System Design Group, LLC  
Attn: Gregory Brandon  
2925 Mira Vista Way  
Corona, CA 92881

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/DIR/DI%20wages/Determination.htm](http://www.dir.ca.gov/DIR/DI%20wages/Determination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

## **11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding,

damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

**11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

**12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

**12.1.1 Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

**12.1.2 Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

**12.1.3 Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

**12.1.4 Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

**12.2 Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

**12.3 Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

**12.3.1** Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

**12.4 Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

**12.5 Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request,

Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

17.a **For Official Use Only (FOUO) Nondisclosure Agreement.** Consultant shall execute and comply with the For Official Use Only (FOUO) Nondisclosure Agreement, attached hereto as Exhibit "D" and incorporated herein by reference, when so requested by City.

18. **Ownership of Documents.** All reports, maps, drawings, and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. Further, Consultant shall physically destroy all hardcopy documents as well as electronic versions of deliverables, owner reports and site identification documents after copies provided to the City and upon termination of this Agreement. Consultant shall certify to the City that all such documents have been destroyed on a form provided to Consultant by the City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

22.a. **Compliance With Federal Contract Requirements.** Consultant shall comply with Federal Contract Requirements as set forth in Exhibit "E," attached hereto and incorporated herein by reference.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute



approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

Exhibit "D" - For Official Use Only (FOUO) Nondisclosure Agreement

Exhibit "E" - Federal Contract Requirements

**[SIGNATURES ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation  
a California corporation

TRIAD CONSULTING & SYSTEM DESIGN  
GROUP, LLC, a California limited liability  
company

By: \_\_\_\_\_  
City Manager

By: Greg W. Brandon  
GREGORY W. BRANDON  
[Printed Name]  
Principal  
[Title]

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By: Marie Rin  
Asst. Chief Financial Officer

By: Mike Ullwelling  
MIKE ULLWELLING  
[Printed Name]  
MANAGING PARTNER  
[Title]

Approved as to Form:

By: Elliot M. H.  
Deputy City Attorney  
Elliot M. H.

**EXHIBIT “A”**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **Scope of Services**

#### **Project Basic Information**

Estimated Value: \$253,000

Department: Fire (on behalf of the Riverside Urban Area Security Initiative (UASI) Program)

#### **Project Purpose**

The City of Riverside Fire Department-Office of Emergency Management, hereafter referred to as the "City", is seeking proposals from interested and qualified Bidders to conduct on-site assessments at 105 Critical Infrastructure locations within the Riverside UASI Region and documentation of the assessments in a predetermined data management system.

#### **Project Location**

On-site assessments will be conducted throughout the Riverside UASI Region and sphere of influence. The Riverside UASI Region and sphere of influence consists of the combined geographical boundaries of both San Bernardino and Riverside Counties in Southern California.

#### **Project Tools, Equipment and Supplies**

The Riverside UASI Program Office will supply the awarded contractor with the following:

1. List of 105 Critical Infrastructure sites to be assessed
2. Access into the data management system

The awarded contractor will supply all other tools, equipment or supplies required to meet the terms of the contract.

#### **Project Administrative Location**

The Riverside UASI Program and related projects are administered from the City of Riverside Office of Emergency Management / Emergency Operations Center located at 3085 Saint Lawrence Street, Riverside CA 92504.

#### **Bidders Local Preference**

This project is supported by U.S. Department of Homeland Security Grant Funds. Per 2 CFR 200.319 procurements with local geographical preference is prohibited.

#### **Background**

The Riverside UASI through the Riverside UASI Working Group – Infrastructure Protection Sub-Committee has identified Critical Infrastructure sites (CIP Site List) throughout the Riverside UASI Region, which would benefit from an on-site assessment. The identification of Critical Infrastructure sites is consistent with Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience and the U.S. Department of Homeland Security - National Infrastructure Protection Plan.

The intent of on-site assessments is:

- Provide situational awareness of Critical Infrastructure sites back to the Riverside UASI
- Inform the site Owner-Operator on options for consideration in reducing risk

### **CIP Site List**

The awarded contractor will conduct on-site assessments of the Riverside UASI Working Group – Infrastructure Protection Sub-Committee CIP Site List.

The CIP Site List are those identified sites throughout the Riverside UASI Region that would most benefit from an on-site assessment. The CIP Site List is dynamic and changes with the threat environment, new construction, change in site or facility services and the needs of the Riverside UASI Working Group – Infrastructure Protection Sub-Committee.

The 105 assets comprised from the CIP Site List are organized into 16 critical infrastructure sectors consistent with the U.S. Department of Homeland Security – National Infrastructure Protection Plan.

The 105 assets comprised from the CIP Site List will **not** be made available to prospective bidders and is only available upon the awarded contract to the successful bidder. The CIP Site List may change prior to and after the awarding of any contract. In the event that a site becomes unavailable to receive an assessment during the contract period, a new site will be substituted in its place in order to maintain and assess a list of 105 sites.

### **On-Site Assessments**

The on-site assessments will be conducted utilizing the methodology and the format prescribed to in the most current version of the Riverside UASI Digital Sandbox® Field Assessment module.

The Digital Sandbox® Field Assessment module screen(s) are attached as Exhibit D.

The awarded contractor will be provided on-line access to the Riverside UASI Digital Sandbox® Field Assessment module.

### **Expected Work Flow / Work Cadence**

Based on two full-time equivalent (FTE) assessors, the awarded contractor could be expected to complete two to three site assessments, site data entry, and site owner-operator summary reports per week.

### **Data Input**

The on-site assessments and related data, observations and findings will be uploaded to and input into the Riverside UASI Digital Sandbox® Field Assessment module by the awarded contractor. The Digital Sandbox® Field Assessment module screen(s) are attached as Exhibit D.

The awarded contractor will be provided on-line access to the Riverside UASI Digital Sandbox® Field Assessment module and mobile app.

### **Site Owner-Operator Assessment Summary Report**

For every on-site assessment conducted, the site owner or operator will be provided with a concise Site Owner- Operator Assessment Summary, which will include Options for Consideration in reducing risk and enhancing resiliency based upon the findings and observations of the assessment. The awarded contractor will be responsible for providing this report to the owner-operator and uploading each report into the Riverside UASI Digital Sandbox® Field Assessment module.

### **Project Deliverables**

Project deliverables include:

1. 105 on-site assessments using Riverside UASI Digital Sandbox® Field Assessment module
2. Data input of the 105 on-site assessments into Riverside UASI Digital Sandbox® Field Assessment module
3. 105 Owner-Operator Assessment Summary Reports
4. 30 of the 105 assessments must be completed with reports submitted and invoiced by March 30, 2019. The remaining 75 are to be completed with reports submitted and all invoices turned in by March 30, 2020.

### **Project Property Ownership**

All Project Deliverables and Project By-Products; not limited to the CIP Site List, site assessment records, summary reports, and assessment data are property of the Riverside UASI. The awarded contractor has no material rights to any Project Property or Project By-Products.

The awarded contractor will provide the Project Manager, as identified in Section I, Paragraph G-Project

Manager, all material records, notes, data and project by-products both hardcopy and digital upon the conclusion, completion or termination of the contract.

### **Project Reporting**



The awarded contractor will provide project status reports no less than every 30 days detailing project progress, project timelines, project budget, project risks and work arounds, and project summary and forecasts. The bidder will be required to submit a sample company project progress report before the awarding of a contract. Bidders are encouraged to submit a sample report with their proposal.

Project reporting will be made to: City of Riverside Office of Emergency Management Riverside UASI.

## **RFP No. 1816**

### **UASI FY 2016/2017 Critical Infrastructure Assessment and Data Input Project ADDENDUM NO. 3**

**08/01/2018**

\*\*\* ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED. Please acknowledge all addenda electronically via the City's electronic bidding system as part of your response before the deadline. Failure to acknowledge an addendum, unless the requirement to acknowledge has been waived, will immediately cause your submittal to be deemed non-responsive.

**Refer to the following for any questions/answers/changes to this RFP:**

1. All questions received and the corresponding answers have been provided below.
2. Enclosed with this addendum is a copy of the presentation provided at the non-mandatory pre-proposal meeting.

#	Questions	Answers
1	1) The RFP states Based on two full-time equivalent (FTE) assessors, the awarded contractor could be exp1) The RFP states "Based on two full-time equivalent (FTE) assessors, the awarded contractor could be expected to complete two to three site assessments, site data entry, and site owner-operator summary report per week" suggesting a flow time of approximately 11 months. Would a more aggressive schedule be beneficial to the Riverside USAI, and if so, do the sites have the staff or resources to support a more aggressive schedule?ected to complete two to three site assessments, site data entry, and site owner-operator summary report per week" suggesting a flow time of approximately 11 months. Would a more aggressive schedule be beneficial to the Riverside USAI, and if so, do the sites have the staff or resources to support a more aggressive schedule?"	No.

2	2) The RFP states 30 of the 105 assessments must be completed with reports submitted and invoiced by March 30, 2019. The remaining 75 are to be completed with reports submitted and all invoices turned in by March 30, 2020". Typically, companies that perform this type of assessment invoice on a monthly basis for labor/expenses expended, or by deliverable (the individual assessments, in this case). Is monthly invoicing acceptable?"	We would like to be invoiced by the deliverable of individual assessments, with a preferred minimum of ten (10) assessments per invoice.
3	3) Is there an acceptance process for the Site Owner-Operator Assessment Summary reports?	The Site-Owner Operator Report will be sent via email to the Site-Owner/Operator with the UASI Program at the Office of Emergency Management CCed. It will also be saved/uploaded to the Digital Sandbox (CalCOP) system.
4	4) Is there an expectation for the site reviews to follow any particular standards or framework such as those of the American Society for Industrial Security (ASIS) or the Unified Facility Criteria (UFC 10-6) for physical security issues?	Assessors will utilize the CalCop/Digital Sandbox assessment tool to guide the assessment. CPTED standards should be used during the assessment.
5	Also one minor question concerning "Part i. Evidence of Insurance". Seems to be a new addition to the previous RFP.  Is there something specific that needs to be shown here? What is needed exactly to be placed on these pages to show evidence of possession of insurance?	A copy of your company's Certificate(s) of Liability insurance including the coverage described in the sample agreement, or a statement in your proposal confirming that your company possesses the required insurance coverage. Either option is required to be submitted with, and as part of your proposal before the deadline.



# Riverside UASI

## CIP Pre-Bid Workshop



July 25, 2018

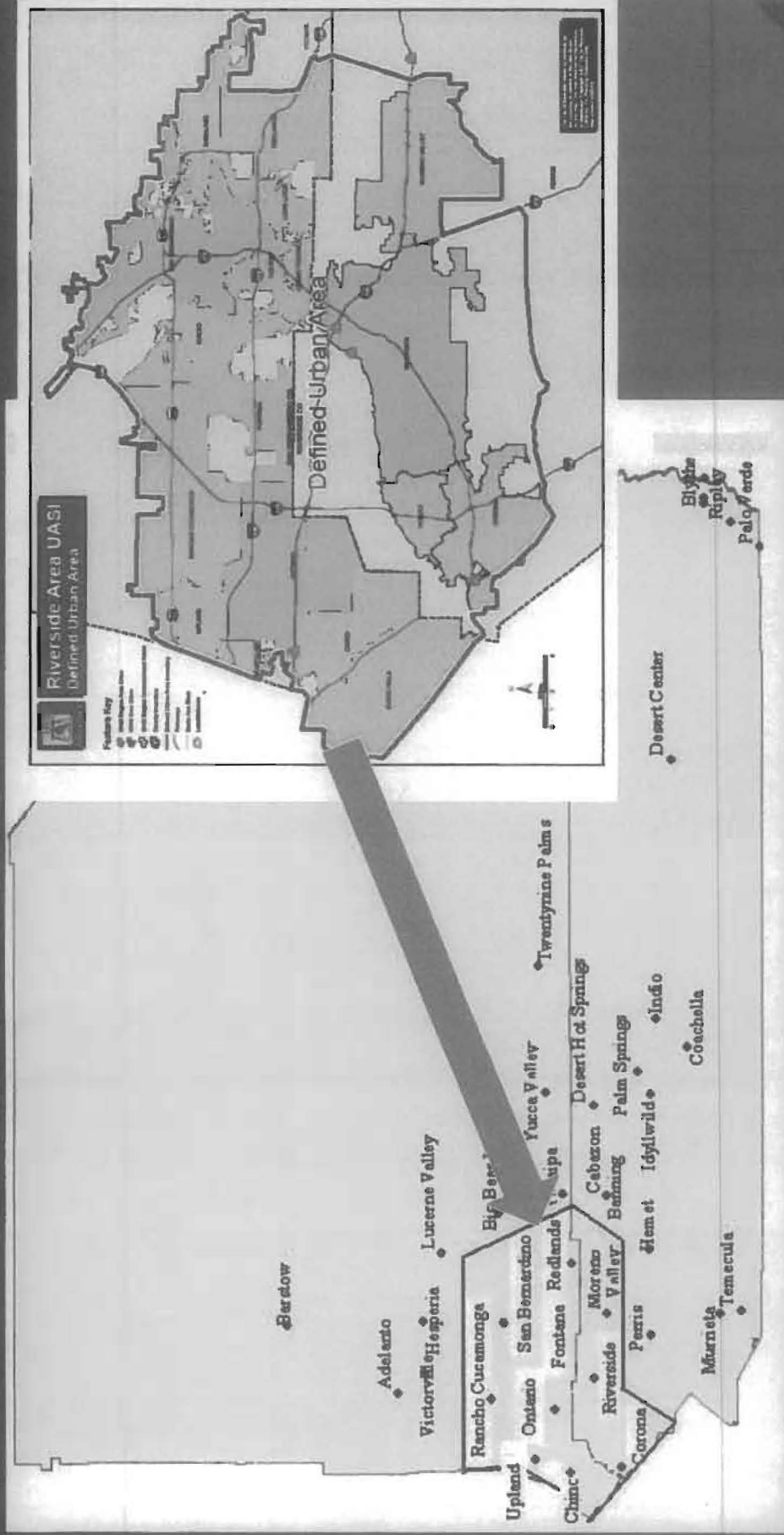
Briefing information valid as of 17 July 2018 11:00PST

FOUO

FOUO

- **Riverside is 1 of 32 funded UASIs nationally**<sup>(FY'18)</sup>
  - 1 of 6 in California
- **Region: "Inland Empire"**
- **Administrative Agent - City of Riverside**
- **Core jurisdictions:**
  - Cities of Riverside, Ontario, San Bernardino;
  - Counties of Riverside, San Bernardino
- **Stood up in 2008**

# Defined Urban Area



(Determined by the UASI Steering Group in 2008 based upon risk, contiguous borders, mutual aid arrangements and metropolitan statistical area population density data.) Sphere of Influence includes Riverside and San Bernardino Counties.

# SCOPE OF WORK

## DATES & DEADLINES

Release of RFP	July 20, 2018 14:00 PST (2:00pm)
<b>Non-Mandatory Bidders Conference</b>	<b>July 25, 2018 11:00 PST (11:00am)</b>
Deadline for Submission of Questions	July 30, 2018 14:00 PST (2:00pm)
Deadline for Proposals	August 6, 2018 14:00 PST (2:00pm)
Bid Review Week	August 13, 2018
Tentative Date for Council Action	September 18, 2018

# SCOPE OF WORK

## Project Deliverables

1. 105 on-site assessments using Riverside UASI Digital Sandbox® Field Assessment module
2. Data input of the 105 on-site assessments into Riverside UASI CalcOP Digital Sandbox® Field Assessment module
3. 105 Owner-Operator Assessment Summary Reports Breakdown
  1. 30 sites, data entered, reports submitted and invoiced by March 30, 2019
  2. 75 sites, data entered, reports submitted and invoiced by March 30, 2020.



**EXHIBIT "B"**  
**COMPENSATION**



## COST OF SERVICES

**Hourly Rates:** Triad Consulting offers affordable, cost-effective consulting services for security program development, assessment and security plan development, technology evaluation and strategic systems planning, operational security consulting, public safety consulting, cyber security consulting, system purchasing assistance, comprehensive design/bid/build engineering packages, construction administration/management, integrated system commissioning, and managed services.

Triad Consulting provides a return on investment to our clients through the mitigation of risk, clearly defined and executed project scopes, proper technology selections, and stringent system testing and as-built documentation requirements. Often our inclusion into a security program or project saves money in reduced capital expenditures and overall cost of ownership.

Triad Consulting's professional services are at the following hourly rates.

• Project Oversight/Quality Assurance	\$180/hour
• Cyber Security/Network Consultant	\$175/hour
• Senior Security Consultant	\$165/hour
• Senior Public Safety Consultant	\$165/hour
• Senior Systems Engineer	\$165/hour
• Associate Designer	\$115/hour
• Technical Services/CAD	\$ 90/hour
• Administration	\$ 70/hour

**Project Fee:** Triad Consulting proposes a **total Not-To-Exceed (NTE) Fee of \$229,987.00 including reimbursable expenses**. Details of the proposed fee can be found in Exhibit B: Cost Schedule on the following page.

**Projected Effort:** Triad Consulting estimates total project effort at 1373 hours of professional services. This includes project coordination and oversight as well as the scheduling, site assessment, input of information into the Riverside Digital® Sandbox Assessment module and developing findings and options for consideration to owner operators of the 105 proposed critical infrastructure assessments. Triad Consulting has considerable information on aggregate time needed based on our successful performance on the FY 2015 UASI critical infrastructure assessments. We believe our proposal represents a thorough, cost-effective offering to the City of Riverside Office of Emergency Management.



**City of Riverside  
Fire Department**

**Request for Proposals  
Critical Infrastructure Assessments**

**EXHIBIT B: COST SCHEDULE**

To be completed by Bidder: Triad Consulting & System Design Group, LLC

Bidder may submit supplemental cost information or standard company price estimation documents, however, Cost Schedule (Exhibit B) must be completed by all Bidders

<b>TOTAL PROJECT COST:</b> This is the total cost the Bidder proposes to complete this project				\$ 220,987.00
<b>COST BREAK DOWN:</b> This is the breakdown on how the Bidder has calculated the Total Project Cost. <i>Note: Unit costs must have been included in the Total Project Cost.</i>				
<b>UNIT COSTS:</b> Unit cost may be any unit of measure as proposed by the Bidder				
<b>UNIT OF MEASURE</b>	<b>NUMBER OF UNITS</b>	<b>COST PER UNIT</b>	<b>EXTENDED COST:</b>	
Scheduling	105	\$82.50	\$8,662.50	
Assessments	105	\$825.00	\$86,625.00	
Data Input	105	\$412.50	\$43,312.50	
Site Report	105	\$577.50	\$60,637.50	
Coordination/ Oversight	1	\$27,315.00	\$27,315.00	
<b>OTHER COSTS:</b> Other costs not included in the Unit Costs break down <i>Note: Other costs must have been included in the Total Project Cost</i>				
<b>COST ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>EXTENDED COST:</b>		
Estimated mileage (105 trips)	round trip mileage to assessment sites	\$3,434.00	(mileage of 60 miles round trip at \$5.74/mile - GSA 2018 rate)	
<b>VALUE ADDED SERVICES:</b> Bidder shall list services or work considered value – added and provided free of charge as part of any contract and in support of this project. (describe below)				
Crime Prevention Through Environmental Design (CPTED) review of each of the 105 critical infrastructure assessment locations.				
Attendance at Monthly Riverside-San Bernardino Infrastructure Protection Working Group Meetings.				
Quality Control review of each site owner operator Assessment Summary Reports				

**EXHIBIT "C"**

**KEY PERSONNEL**

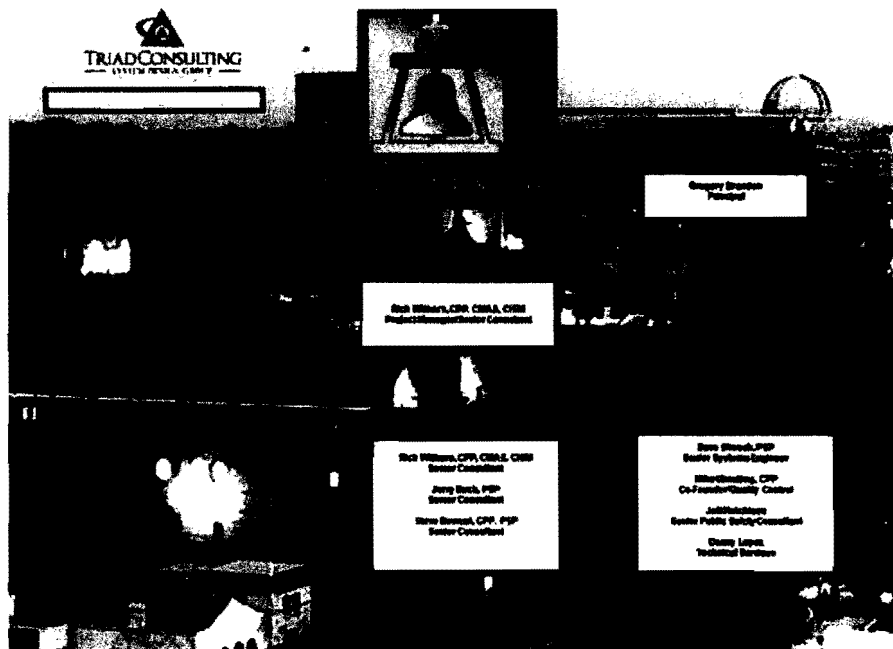


## COMPANY KEY PERSONNEL

### Triad Consulting Project Team

The proposed 100% in-house project team is made up of senior security consultants, systems engineering technologists, and law enforcement/public safety experts to provide the City of Riverside, Office of Emergency Management and Riverside UASI Region with an exceptional base of knowledge and experience for conducting security assessments. A project Organization Chart is depicted below while a full-size copy can be found in the Appendix Section of this proposal.

#### Project Team Organization Chart



To further exemplify the project team's qualifications, a brief synopsis of each key project team member follows. Triad Consulting affirms that the proposed staff will be dedicated as necessary to this project for the duration of this project.

#### **Gregory Brandon – Principal/Contract Manager**

Gregory "Gregg" Brandon co-founder and principal for Triad Consulting has 27 years of experience managing and providing oversight to security and technology projects across the nation. His career includes over 14 years in the capacity of principal including 7 years of leading the nation's largest security practice for a national engineering firm. Prior work includes working with leading security integrators and manufactures.





Through his career, Gregg has had responsibility for analysis, design, scheduling, construction oversight and delivery solutions to meet client expectations and contract requirements. Additionally, Gregg has direct experience managing task based, on-call security projects including the Riverside County Economic Development Agency (EDA), City of Los Angeles Bureau of Engineering, Port of Los Angeles, San Diego Association of Governments (SANDAG), Metropolitan Water District of Southern California, University of California Irvine, and New York Power Authority. Gregg is a member of the International Association of Professional Security Consultants (IAPSC) and ASIS International and has a bachelor's degree in communications from California State University Fullerton. Gregg will provide hands on contract management and quality assurance for this contract.

**Rick Withers, CPP, CMAS, FABCHS, CISM, ILO – Project Manager / Senior Security Consultant**

Rick has over 30 years of experience as a security consultant, corporate CSO, Deputy Security Director for the Transportation Security Administration (TSA), Marine Corp counterintelligence officer, and adjunct professor teaching security management graduate programs. Rick has an extensive background developing policies, requirements, procedures, guidelines, and organizational security architectures regarding risk and disaster management, physical, personnel, privacy, project, information, and information system security. He has a solid background in counter-terrorism, security risk management, CPTED, technical, physical, information and personnel security.



Rick is a Charter member of OC SHIELD, Orange County (formerly the Terrorism Early Warning Group/Private Sector) and Public-Sector Terrorism Response Group, Inland Empire providing expertise in intelligence fusion, crisis management, counter & anti-terrorism, and cyber-terrorism. Rick is Board Certified in Security Management as a Certified Protection Professional through ASIS International, and holds certifications as a Certified Information Security Manager, Certified Master Anti-Terrorist Specialist, Certified in Homeland Security – Level III and is also a member of the Association of Threat Assessment Professionals (ATAP).

In 2004 and 2005, Rick served as the Chairman of the Information Technology Security Council of ASIS International providing expertise in the technical challenges facing organizations attempting convergence of physical security equipment and systems, and information systems within their organizations.

Rick has the following relevant project security assessment and planning experience: City of Portland, Oregon (90+ city owned buildings), King County, Washington (120+ county owned buildings); Johnson County, Kansas (110+ county owned buildings); Canyon County, Idaho (17 county owned buildings), City of Palmdale, California (26 city facilities); Houston



Metro (80+ Metro locations); University of California, Irvine (120+ campus facilities); University of Southern California (100+ campus buildings); Massachusetts Bay Transit Authority (100+ MBTA locations); New York Power Authority (multiple sites); Metropolitan Water District of Southern California (multiple sites); Albuquerque, Department of Transportation (17 ABQ Ride locations)

Rick has a Bachelor's Degree in Criminal Justice from the University of Maryland, and a Master's Degree in Security Management from Webster University. Rick will be the primary security assessment consultant for the project.

**Jerry Buck, PSP – Senior Security Consultant**

Jerry Buck a senior system engineer/consultant for Triad Consulting is a physical and electronic security systems expert with over 30 years of security industry experience. Beside his over a decade providing system consulting and design services, Jerry has worked as an application engineer for several major video surveillance systems manufactures specializing in system applications and design for the architectural and engineering community. Jerry is Board Certified in Physical Security as a Physical Security Professional (PSP) through ASIS International.



Jerry has an in-depth understanding of the products and services currently being offered by leading security industry manufacturers and service providers. As a further testament to Jerry's broad security skillset he has worked for system integrators in roles of technician, system design, operations and program management.

**Assessment, planning, and system design experience includes:**

- City of Riverside, California (security assessments and recommendations reports for 71 facilities)
- City of Portland, Oregon (security assessments and planning for 92 city-owned buildings)
- County of Canyon, Idaho (security assessment and planning for 17 county owned facilities)
- Contra Costa Water District, Concord, California (security assessment and recommendations report for 3 water treatment plants)
- County of Riverside, California – Transportation & Land Management Agency (security assessment and recommendations report for 20 TMLA locations)
- City of Temecula, California (security needs analysis and system design at 23 locations)
- San Jose State University, San Jose California (campus wide security assessment and planning)
- Los Angeles Community College District (District wide security surveys of all LACCD 9 campuses for electronic security upgrade)
- California Department of Water Resources, Sacramento, California (state wide security surveys and system design supporting the State Water Project)

Jerry will be part of the assessment team for the project.



### **Steve Bowcut, CPP, PSP – Senior Security Consultant**

With nearly 30 years of experience in the security industry, Steven is a decorated Vietnam-era veteran who served in the Military Airlift Command of the United States Air Force. As an active member of the Los Angeles InfraGard Critical Infrastructure committee, he is a graduate of the 2011 FBI Information Sharing Initiative (ISI) in partnership with InfraGard and the Center for Asymmetric Warfare (CAW), Naval Post Graduate School.



Since 2009 Steve has served as a core mentor for the ASIS International Regional CPP review course. This course, offered through University of California Riverside, is designed to assist federal agents, local law enforcement, and other security professionals prepare to sit for the CPP exam. He has taught several Protection of Assets (POA) domains including Physical Security, High Rise Security, Dogs in Security, and Security for Special Events. Steve's expertise includes security assessments, system design & integration, project management, and construction oversight. Steve is ASIS International Board Certified in Security Management and holds both the Certified Protection Professional (CPP) and the Physical Security Professional (PSP) certifications. As the newest member of the Triad Consulting team Steve was lead assessor for our assessment of Papago Buttes Commercial Property in Mesa, Arizona and peer review study of electronic security at major convention facilities sponsored by Detroit Regional Convention Facility Authority.

### **Dave Skusek, PSP – Senior Systems Engineer**

Dave is a senior system engineer with over 30 years of controls and security systems design experience, working for industry-prominent security consulting and system design firms. Dave has contributed to the security of many of our nation's critical infrastructures through the design and engineering of electronic security systems for iconic bridges, historic municipal structures, major air/seaports, medical centers, transportation centers, courthouses, colleges and universities, water and wastewater agencies, correctional facilities and high-rise buildings. Adding benefit to Triad Consulting clients, Dave has exceptional design experience with copper, fiber, wired and wireless network infrastructures. Formerly a field technician and programmer, Dave garnered valuable insight into constructability that is channeled into both design and construction oversight.



Dave is recognized nationally as a security technology expert with an exceptional grasp of system differentiators. He has presented at security industry conferences on advanced security systems and continues to be on the forefront of the effective integration of electronic security systems. In addition, Dave has participated as a contributing expert for update of CSI Master Format Division 28 specifications. Dave is a member of ASIS





International and the Building Industry Consulting Service International (BICSI). Dave is a Physical Security Professional (PSP) through ASIS International and has an Associate Degree in Electronics Engineering and Communications from Milwaukee Area Technical College.

Dave has provided security technology consulting and system designs for projects such as:

- New York City – East River Bridges (Brooklyn, Manhattan, Queensboro, Williamsburg)
- City of Los Angeles (30+ buildings)
- Ronald Reagan UCLA Medical Center
- San Diego Metropolitan Transit Authority
- Southern California Logistics Airport (Victorville, CA)
- Ontario International Airport
- John Wayne Airport (Santa Ana, California)
- Riverside County Regional Medical Center
- King County (WA) Metro Transit
- University of California, Irvine
- Universal CityWalk

Dave will serve as the electronic security system subject matter expert for the project and provide technical options on electronic security and infrastructure.

#### **Mike Ulwelling, CPP, MBA – Senior Security Consultant**

Mike is co-founder and managing partner of Triad Consulting and has 25 years of broad based experience in the security and alarm system industry having worked for system and product manufacturers, integrators, and consulting firms including 10 years as a senior security consultant. Mike is Board Certified in Security Management as a Certified Protection Professional through ASIS International and holds a Bachelor's Degree in Electrical Engineering from Marquette University and Master's Degree in Business Management from Pepperdine University.



Mike possesses a comprehensive understanding of security management, consulting, security system design, and project/program management. In addition, Mike has vast expertise in security planning, security assessments, compliance reviews, field surveys, needs analysis, security cost/benefit analysis, security management programming, technology recommendations, electronic countermeasures, fire alarm code analysis, system design, construction support, project and program management. Mike is a member of ASIS International (ASIS) and the National Fire Protection Association (NFPA).

Mike's relevant security assessment and planning experience includes: City of Portland, Oregon (90+ city owned buildings), Johnson County, Kansas (150+ county owned buildings); Houston Metro (80+ Metro facilities and sites); University of California, Irvine (120+ campus facilities); University of Southern California (100+ campus buildings); Albuquerque, and Department of Transportation (17 ABQ Ride locations). Mike will provide quality control of report documents.



### **Jeff Hutchison – Public Safety/Law Enforcement Consultant**

Jeff Hutchison, retired Interim Chief of Police of the University of California, Irvine Police Department, has over thirty-three years of law enforcement experience, eleven years of which he served as the Assistant Chief and Interim Chief of Police with the UC Irvine Police Department. Jeff is originally from the San Diego area where he began his law enforcement career in 1982 with the San Diego Police Department. While with the San Diego Police Department he worked as a patrol officer, Special Weapons and Tactics (SWAT) team member, Parole liaison officer, Juvenile Intervention officer, Investigations, Duty Lieutenant's Aide and as the Acting Supervisor of the Telephone Report Unit.



Jeff transferred to the University of California, San Diego Police Department in 1986 where he worked for fifteen years in various assignments. His last assignment was as the Special Events Sergeant and Training Manager in charge of special events, dignitary protection, special operations, training, and the bicycle patrol unit. At University of California, Irvine Jeff was responsible for overseeing all Department operations including its three major Divisions – Patrol, Investigations and Administration. He was a member of the UC Irvine Consultation Team (Threat Assessment/Threat Management Unit) which was responsible for the identification, assessment and management of threats at UC Irvine.

Jeff earned an Associate of Arts degree in Criminal Justice-Pre-Law from the San Diego Miramar College and a Bachelor of Arts degree in Criminal Justice from National University. He is an active member of the Association of Threat Assessment Professionals (ATAP), and the FBI Threat Assessment Regional Evaluation Team (TARGET) working group.

### **Danny Lopez – Technical Services**

Danny is Triad Consulting's technical services/CAD supervisor has a decade of experience providing computer aided drafting (CAD) support in the AEC industry. Danny has worked with the Triad Consulting team since 2008 and holds several design certifications for electronic security systems. Danny has provided the Triad Consulting team with considerable field support including field verification of existing system audits for the creation of as-built documentation. Danny has an Associate's Degree in Computer Drafting and Design from ITT and has experience with AutoCAD, Revit, Bluebeam, System Surveyor, and ArcGIS software packages. Danny's project role is technical support.



**EXHIBIT “D”**

**FOR OFFICIAL USE ONLY (FOUO) NONDISCLOSURE AGREEMENT**

**FOR OFFICIAL USE ONLY (FOUO) INFORMATION**  
**NONDISCLOSURE AGREEMENT**

AN AGREEMENT BETWEEN Gregory W. Brandon  
(Name of Individual)

And

**THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT(OEM)/RIVERSIDE URBAN  
AREA SECURITY INITIATIVE (RUASI)**

1. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to FOUO information for the RUASI Critical Infrastructure Assessment Program. As used in this Agreement, FOUO information is marked or unmarked FOUO information, including oral communication, which is FOUO information under the standards of the City of Riverside OEM and RUASI. I understand and accept that being granted access to FOUO information, special confidence and trust shall be placed in me by the RUASI.

2. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to confidential information. As used in this Agreement, confidential information is:

- Technical and business information relating to Critical Infrastructure Site Owner/Operators proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

I understand and accept that being granted access to confidential information, special confidence and trust shall be placed in me by the RUASI and the Critical Infrastructure Site Owner/Operator.

3. I hereby acknowledge that I have read the attached document, titled “Safeguarding Sensitive but Unclassified Information” and a copy has been provided to me, and that I have received a security indoctrination concerning the nature and protection of FOUO information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.

4. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of FOUO information by me could cause damage or irreparable injury to the RUASI. I hereby agree that I will never divulge FOUO information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the RUASI to receive it; or (b) I have been given prior written notice of authorization from the RUASI or Agency responsible for the classification of the information that such disclosure is permitted; or (c) the recipient has the “need to know” in order to perform their official duties. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized RUASI official that the information is FOUO before I may disclose it, except to a person as provided in (a), (b), or (c) above.

5. I have been advised that any breach of this Agreement may result in the termination of my affiliation and/or contract with the RUASI and its Critical Infrastructure Assessment Program.

6. I have read this Agreement carefully and my questions, if any, have been answered.

Name: GREGORY W. BRANDON

Organization: TRIAD CONSULTING & SYSTEM DESIGN GROUP

G. W. B. 9-17-2018  
Signature Date

Briefing Officer: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

## **SECTION II: Safeguarding Sensitive but Unclassified Information**

### **For Official Use Only (FOUO)**

FOUO is the marking used by DHS to identify Sensitive but Unclassified information within the DHS community, the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of federal programs, or other operations essential to the national interest and that is not otherwise covered by a statute or regulation.

Other government agencies and international organizations frequently use different terms to identify sensitive information, such as "Limited Official Use (LOU)," "Official Use Only (OUO)," and in some instances "Law Enforcement Sensitive (LES)." In most instances the safeguarding requirements for this type of information are equivalent to FOUO.

However, other agencies and international organizations may have additional requirements concerning the safeguarding of their sensitive information. When available, follow the safeguarding guidance provided by the other agency or organization. Should no guidance be available the information will be safeguarded in accordance with FOUO guidance provided in this booklet.

It is not permitted to mark information as FOUO to conceal government negligence, ineptitude, or other disreputable circumstances embarrassing to a government agency.

### **Marking**

Information determined to be FOUO will be sufficiently marked so that persons granted access to it are aware of its sensitivity and protection requirements. At a minimum, it is marked on the bottom of each page "FOR OFFICIAL USE ONLY." Materials containing specific types of FOUO information can be further marked with an applicable caveat, e.g. "LAW ENFORCEMENT SENSITIVE," in order to alert the reader of the type of information conveyed. Additional access and dissemination restrictions may also be cited as the situation warrants.

Markings typically associated with classified information such as originator information, downgrading instructions, and date/event markings are not required on FOUO documents.

### **Access and Dissemination**

A security clearance is not needed for access to FOUO information. Access to FOUO information is based on a "need-to-know" as determined by the holder of the information. Where there is uncertainty as to a person's need-to-know, the holder should request dissemination instructions from the RUASI.

FOUO information may be shared with other agencies, federal, state, private sector, or local government and law enforcement officials, provided a need-to-know has been established and the information is shared in the furtherance of an official government activity, to include homeland defense, and no dissemination restrictions have been cited by the originator.

FOUO information may be transmitted via non-secure fax machine, although the use of a secure fax is encouraged. Where a non-secure fax machine is used ensure that a recipient is present at the time of the fax and that the materials faxed will not be left unattended or subject to unauthorized disclosure.

FOUO information may be transmitted over official email channels. However, it shall not be sent to personal email accounts. For added security when transmitting FOUO information by email, password protected attachments may be used with the password transmitted or otherwise communicated separately.

Do not enter or post any FOUO information on any public website.

FOUO information may be mailed by regular US Postal Service first class mail or any commercial mailing service.

### **Storage**

When unattended, FOUO information shall be stored in a locked filing cabinet, locked desk drawer, a locked overhead storage compartment such as systems furniture credenza, or a similar locked compartment. Information can also be stored in a room or area that has sufficient physical access control measures to afford adequate protection and prevent unauthorized access by members of the public, visitors, or other persons without the need-to-know, such as a locked room or an area where access is controlled by a guard, cipher lock, or card reader.

### **Destruction**

- Hard copy FOUO materials will be destroyed by shredding, burning, pulping, or pulverizing, sufficient to assure destruction beyond recognition and reconstruction.
- After destruction, materials may be disposed of with normal waste.
- Electronic storage media shall be sanitized appropriately by overwriting or degaussing.
- Paper products or electronic media containing FOUO information will not be disposed of in regular trash or recycling receptacles unless the materials have been destroyed as specified above.

### **Incident Reporting**

- Compromise, suspected compromise and suspicious or inappropriate requests for FOUO information shall be reported to the RUASI or the originator of the information.

**EXHIBIT “E”**

**FEDERAL CONTRACT REQUIREMENTS**



FOR OFFICIAL USE ONLY

**EXHIBIT E: Contract Requirements CFR 200**

**Super Circular**

**2 CFR 200**

**New Contract Requirements**

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**Subpart D - 200.326**

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

A grantee's and subgrantee's contract must contain the following provisions. Federal agencies may require changes, remedies, different conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Reference 2 CFR 200 Subpart D 200.338 Remedies for Noncompliance A-F).

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.