

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

MT147412-T2203

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services (DGS)

CONTRACTOR NAME

CitiGuard Inc.

2. The term of this Agreement is:

START DATE

April 16, 2020

THROUGH END DATE

July 31, 2020

3. The maximum amount of this Agreement is:

\$ 379,280.00 Three hundred seventy two hundred eighty

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	3
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Citiguard Inc.

CONTRACTOR BUSINESS ADDRESS

9301 Corbin Ave. Suite 1800

CITY

Northridge

STATE

CA

ZIP

91324

PRINTED NAME OF PERSON SIGNING

Sami Ullah

TITLE

Account Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

04-16-2020

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTING AGENCY ADDRESS

707 3rd Street

CITY

W. Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

John Medeiros

TITLE

Procurement Section Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

4/16/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Emergency Procurement, COVID-19 as declared by
Governor Gavin NewsomDEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION**APPROVED**

BY

DATE

4/16/2020

The State of California

Security Contract

EXHIBIT A
STATEMENT OF WORK (SOW)
SECURITY GUARD SERVICES

1. OBJECTIVE

The State of California, hereinafter referred to as The State, requires [REDACTED], uniformed security guard services to the following location:

Services shall be provided at:
Fairview Alternative Care Facility
2501 Harbor Blvd.
Costa Mesa, CA 92626

2. PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement will be April 16, 2020 or upon The State's notification in writing through July 31, 2020. Any changes will be notified in writing.
- B. The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.

3. MANDATORY QUALIFICATIONS

Contract to enhance Security onsite for Fairview Alternative Care Facility.
Security Deployment as follows:

Total of [REDACTED] Security Officers [REDACTED]).

- Officers will be deployed in [REDACTED] shifts.
- Shift composition is as follows:
 - a. [REDACTED] Security Officers for Access Control to the facility.
 - b. [REDACTED] Security Officer for roving patrol within the facility.
- A. Contractor shall possess a valid Private Patrol Operator's License issued by the California Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS). This license must be valid and maintained throughout the term of this Agreement.
- B. Contractor shall have no more than three (3) warnings or three (3) fines issued within five (5) years preceding the bid due date for violations of the Business and Professions Code, Chapter 11.5, Article 3, Section 7582 et seq. Exceeding three (3) warnings or three (3) fines issued by BSIS during the term of this Agreement may be cause for contract termination.
- C. Contractor shall provide written documentation that all [REDACTED] Security Guards assigned under this Agreement meet the criteria listed below. All documentation must be kept on file at the Contractor's place of business and shall be provided upon request by The State.
- D. Contractor shall maintain all other business/professional licenses that may be required by Federal, State and Local Codes, available upon request by The State.

The State of California

- E. Contractor must provide trained personnel per [REDACTED]. The State reserves the right to increase or decrease the number of security officers required due to unforeseen circumstances or in cases of emergency conditions.
- F. The Contractor shall provide the staffing requirements for all sites and will work with The State Contract Manager, or designee, to select and staff all positions. The State reserves the right of final approval for all staff considered for employment at The State sites.

4. PERSONNEL REQUIREMENTS

- A. Each Contractor personnel shall carry at all times his/her permanent guard registration cards and [REDACTED] as issued by BSIS.
- B. Contractor personnel shall carry at all times either their valid California driver's license (CDL) or Identification card (ID) issued by the California Department of Motor Vehicles (DMV).
- C. Each Contractor personnel must possess at a minimum a high school diploma or General Education Development (GED) equivalent and shall have the ability to speak, read, and write the English language. Personnel must have the ability to understand and carry out oral and written directions, write accurate and clear reports and have the capability to monitor environmental and electronic security systems.
- D. All Contractor personnel shall have on record, a current pre-employment drug screen examination with a successful passing result. The examination must consist of the ability to detect the use of marijuana, cocaine, heroin, amphetamines, opiates, and benzodiazepines. All drug test documentation is available to The State, upon request.
- E. Each Contract personnel must have a current physical examination record (within last twenty-four months) on file at Contractor's place of business. Each record must reflect all personnel to be in good physical condition enabling them to perform the full range of security work as defined in Exhibit A, Statement of Work. Contractor's personnel may be required to perform moderate to arduous physical exertion under either normal or emergency conditions.
- F. Each Contractor personnel's hearing shall not exceed a loss of 30 decibels in both ears or 35 decibels in the poorer ear.
- G. Contractor personnel shall possess good distance vision in each eye, which shall be correctable to 20/30 on the Snellen chart. Personnel shall also have normal fields of vision to include good depth perception, the ability to distinguish basic colors, and close vision correctable to Jaeger #4-type tests of both eyes.
- H. Contractor personnel shall be mentally alert at all times and capable of exercising good judgement, including the ability to implement instructions and assimilate any necessary specialized training.
- I. Contractor personnel must have training in security and emergency procedures, crowd control, irate or hostile individual and public relations.

The State of California

5. PERSONNEL APPEARANCE

All Security Guards must:

- A. Maintain a clean, neat appearance and a courteous attitude.
- B. Wear, at all times while on duty, the Contractor's complete uniform including viewable company badges, company designation patches and name tags at all times. All uniform markings, patches and colors shall be distinctive from uniforms worn by Local law enforcement personnel.
- C. Keep their uniforms in good condition, free from tears, cleaned, pressed, and properly fitting. Jackets wind breakers, or sweaters are allowed provided the outermost garment contains the Contractor's identification, and are consistent with the colors of the uniform. Company hats may only be worn when outdoors.
- D. Carry non-lethal pepper-spray with proper BSIS licensing.
- E. [REDACTED]
- F. Provide a vehicle marked with company logo for patrol duties.
- G. Conform to the following personal appearance standards:
 - i. Hair and facial hair shall be trimmed, groomed and neat in appearance, such that it does not detract from a professional image.
 - ii. Any makeup, including nail polish, shall be natural in appearance and shall not detract from a professional image.
 - iii. Wristwatches, medical or identification bracelets, rings and earrings (only post -type) are the only item of jewelry and ornaments authorized to be exposed when in uniform and on duty. No jewelry will be worn in such a manner as to present a safety hazard to the individual, or a distraction of professional appearance.

6. PROJECT TASKS AND DELIVERABLES

The Contractor must perform project tasks and/or deliverables including, but not limited to the following:

- A. Monitor facility parking area buildings to ensures and doors, windows, roofs, and gates are secure.
 - i. Monitor fence line for fence breaks.
 - ii. Monitor for extreme weather conditions.

The State of California

Security Contract

B. Patrol the grounds by vehicle.

- i. Use headlights and flashers.
- ii. Monitor condition of inter-camp roadways for flooding and hazards.
- iii. Observe and report traffic violations to Site Manager.

C. Conduct access control at the Main Gate.

- i. Check identification of persons requesting entrance unless recognized.
- ii. Confirm right to entry with facility Admin/Command.
- iii. Issue site passes to appropriate agencies.

iv. Complete Visitors Log, Vehicle Count Log and Equipment/Resource Log.

D. Serve as a physical presence or visual deterrent while making security checks throughout The State DRTTC.

E. Report any unusual conditions to the proper personnel, including law enforcement; maintaining security logs and writing reports.

F. Maintain high visibility; answer routine questions for directions and handle minor issues.

G. Observe and immediately report urgent and suspicious situations to the appropriate personnel, and/or emergency services via telephone, radio or any means possible.

H. Immediately contacting local law enforcement or emergency personnel by calling 911 in the following cases: assault, burglary, robbery, vandalism, or any suspicious activities; seriously injured or ill person, i.e., heart attack, stroke, or seizure; fire or smoke; any other conditions as identify by The State. Contractor and assigned personnel will cooperate with The State and local police in the event of a major conflict or disturbance. (Any incident which results in Contractor's personnel contacting emergency services, including but not limited to police, fire or medical, must provide a written summary of the incident within three (3) business days after the incident to The State Site Manager.

I. Report to and coordinate with the Dept of Developmental Services, Office of Protection Services facility command staff for daily assignments and on board training.

7. HOLIDAY SCHEDULES

Holiday schedules will be provided by the site point of contact on this contract.

The State of California

Security Contract

8. POINT OF CONTACT:

STATE CONTACT:	CITIGUARD:
CalOES, SITE CONTACT: John Williams (916) 621-8648 Email: john.williams@caloes.ca.gov	Contact Information: Sami Ullah 818-456-4601 Email: sami@citiguardinc.com
DGS Contract Contact: Leanne Nguyen (916) 375-4648 Email: Leanne.nguyen@dgs.ca.gov	

SUBSTITUTE PERSONNEL

1. If the Contractor's assigned representative is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
2. If the addition or substitution of Contractor personnel does not increase the total cost of the Agreement, no amendment shall be required to make this change(s) to the Agreement.

9. TERMINATION

The State shall have the right to terminate this agreement, at no expense to the State upon delivery notice of at least five (5) business days prior to any scheduled shift.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Item No.	Description	Hourly Rate	Overtime Rate	Daily Rate	Weekly Rate	Monthly Rates	15 Weeks
1	Onsite [REDACTED] Security Service: As outlined in the SOW, Exhibit A Total of [REDACTED] Security Officers [REDACTED] Officers will be deployed in [REDACTED] shifts.	\$28.00	\$42.00	[REDACTED]	[REDACTED]	\$95,052.166	329,280.00
Total Contract Value:				\$329,280.00			
Unanticipated Tasks: (Must be approved by the Contract Rep)				\$50,000.00			

1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures in accordance with the rates/costs specified herein. Contractor is to bill the State by usage only.

- A. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.

- B. The Contractor shall submit invoices, in accordance with the payment schedule above. Invoices must include the following:

- 1) State Agreement number;
- 2) Invoice number;
- 3) Invoice date;
- 4) Invoice total;
- 5) Contractor's remittal address;
- 6) Billing and/or performance period covered by invoice;

- C. Invoices shall be submitted physically to the address listed below:

Department of General Services

Procurement Division

Mission Task # 16008

707 3rd Street, 2nd Floor/OBAS

W. Sacramento, CA. 95605

2. BUDGET CONTINGENCY

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement to the Contractor to reflect a reduction in the amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

4. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State's written notice.

- C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor's corrected Final Invoice fails to correct the disputed item, the State shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions Section 5.A above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC-04/2017)

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site:

[http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx/GTC 04/2017](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx/GTC%2004/2017)

If Contractor/bidder does not have Internet access, a hard copy will be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERFORMANCE COMMENCEMENT

This Agreement is of no force and effect until signed by both Parties.

2. RIGHT TO TERMINATE

The State reserves the right to terminate this Agreement without cause upon thirty (30) days advance written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the State may terminate the Agreement for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the State's notification to the Contractor. In the event of such termination, the State may proceed with the work in any manner deemed proper by State and all costs to the State shall be deducted from any sum due to the Contractor under this agreement.

This parties may agree to suspend or cancel the agreement if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

3. AMENDMENTS

Upon mutual consent, the State and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

4. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. CONTRACTOR STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement.

6. INSURANCE REQUIREMENTS

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the contract.
- 8) Satisfying a SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- 9) Available Coverages/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.

- 10) Subcontractors – In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, Contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

B. Insurance Requirements: The Contractor shall furnish to the State evidence of the following required insurance, upon the State's request:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one-million dollars (\$ 1,000,000.00) per occurrence and two-million dollars (\$ 2,000,000.00) aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.
- 2) Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time)
- 3) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who shall be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State (Census). A waiver of subrogation in favor of the State of California shall be provided.
- 4) Professional Liability Contractors shall maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate covering any damages caused by negligent error, act, or omission. The policy's retroactive date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins. Contractor is responsible for maintaining continuous coverage for up to three (3) years after the notice of completion of the contract.

7. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

8. POLITICAL REFORM ACT

The Contractor shall comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit D, Attachment 2. Contractor shall file a Statement of Economic Interests (Fair Political Practices Commission Form 700) upon assuming office, annually, and within 30 days after leaving office.

9. SETTLEMENT OF DISPUTES

In the event of a dispute, the Contractor shall file a written dispute notice with the State Contract Manager within ten (10) State business days after discovery of the problem. Pending resolution of any dispute, the Parties shall continue to perform under this Agreement, and Contractor shall diligently continue all work and comply with all of the State Contract Manager's orders and directions.

- A. The written dispute notice shall contain the following information:
- 1) The decision under dispute;
 - 2) The reason(s) the Contractor believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions);
 - 3) Identification of all documents and substance of all oral communications that support the Contractor's position; and
 - 4) The dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the State Contract Manager will examine the matter and issue a written decision to the Contractor within ten (10) State business days. The decision shall contain the following information:
- 1) A description of the dispute;
 - 2) A reference to pertinent Agreement provisions, if applicable;
 - 3) A statement of the factual areas of the agreement or disagreement; and
 - 4) A statement of the representative's decision with supporting rationale.
- C. The decision of the State Contract Manager shall be final unless, within thirty (30) calendar days from the date of the receipt of the State Project Director's decision, the Contractor files with the State a notice of appeal addressed to:
- Department of General Services
Attn: Director
707 3rd Street
W. Sacramento, CA 95605

The decision of the Director or the Director's designee shall be final.

10. ENTIRE AGREEMENT

This Agreement (including the Exhibits and documents incorporated into this Agreement by reference) is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior contracts or prior representations, oral or written, between the Parties relating to the subject matter of this Agreement.