

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Business Services Section, Contract Services Unit

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December 7, 2010

File No.: 076.080.MSA-Unarmed Security Guard

Notice to Prospective Bidders

The Department of California Highway Patrol (CHP) invites prospective bidders to review and respond to the attached Invitation for Bids (IFB) Number 11C080000 entitled, "CHP – Master Service Agreement – Unarmed Security Guard Services." When preparing and submitting a bid, compliance with the instructions found herein is imperative. Incomplete or nonconforming bids may be rejected as non-responsive.

All Agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC) that may be viewed and downloaded at:
www.ols.dgs.ca.gov/Standard+Language/default.htm.

If a discrepancy occurs between the information in the advertisement appearing on the Department of General Services, California State Contracts Register (CSCR) on BidSync and the information herein, the information in this notice and in the attached IFB shall take precedence.

I. Bid Due Date

Regardless of postmark or method of delivery, the Department of California Highway Patrol, Business Services Section, Contract Services Unit must receive bid packages no later than the time and date found in section B of the attached IFB, entitled "Time Schedule." Refer to the attached IFB for detailed submission requirements.

II. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

California Law requires Disabled Veteran Business Enterprise (DVBE) participation. Pursuant to Military and Veterans Code section 999.2, each state department has a DVBE participation goal of not less than 3%. This goal applies to the overall dollar amount expended each year by each department. Out-of-state firms must comply with California's DVBE participation requirements.

III. Bidder Questions

In the opinion of the CHP, this Invitation for Bids is complete and without need of explanation. However, if questions arise or there is a need to obtain clarifying information, bidders shall submit written inquiries in accordance with the instructions in section D of the IFB entitled "Bidder Questions."

Thank you for your interest in the service needs of the Department of California Highway Patrol and the State of California.

Enclosures



Invitation for Bids 11C080000

CHP – Master Service Agreement – Unarmed Security
Guard Services

Department of California Highway Patrol
Business Services Section
Contract Services Unit
601 N. 7th Street
Sacramento, CA 95811

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Attachment 2	Required Attachment/Certification Checklist
Attachment 3	Client References, Client Reference Check Questionnaire (Attachment 3a)
Attachment 4	CCC 307 – Contractor Certification Clauses
Attachment 5	Darfur Contracting Act
Attachment 6	Std. 204, Payee Data Record
Attachment 7	CHP 78V, Conflict of Interest & Confidentiality Statement - Vendor
Attachment 8	California Disabled Veteran Business Enterprise (DVBE) Program Requirements; Std. 843, Disabled Veteran Business Enterprise Declarations (Attachment 8a); GSPD-05-105, Bidder Declaration (Attachment 8b)
Attachment 9	Non-Small Business Subcontractor Preference Instructions and Small Business Subcontractor/Supplier Acknowledgment (Attachment 9a)

Sample Agreement Forms/Exhibits

Form/Exhibit Title	Form/Exhibit Name
Std. 213	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	General Terms and Conditions (GTC 610). <i>View or download at this Internet site:</i> http://www.ols.dgs.ca.gov/Standard+Language/default.htm .
Exhibit D	Special Terms and Conditions
Exhibit E	Insurance Requirements

A. Purpose and Description of Services

The Department of California Highway Patrol (CHP) is soliciting bids from firms that are able to provide unarmed security guard services. Bids must address all of the services described in section G of this IFB, entitled “Scope of Work,” including those terms in the referenced exhibits.

The CHP intends to make multiple agreement awards to the responsive and responsible firms offering the lowest bids. The agreement(s) executed as a result of this IFB will be a Master Service Agreement (MSA) between the CHP and the Contractor. State agencies may contract directly with the Contractor(s) for unarmed security guard services under subsidiary agreements executed pursuant to the MSA. The CHP makes no guarantee that any subsidiary agreements will be executed, or that any specific number of hours, or dollar values will be met.

The state has been divided into four (4) geographical regions for the purpose of this IFB, refer to **Attachment 1 of Exhibit A** that is included in the Sample MSA Forms/Exhibits section of this IFB. Bidders may bid on any number of the four (4) regions. Bidders submitting bid amounts for more than one (1) region are not required to bid the same amount for all regions. CHP will award agreements to a maximum of three (3) responsive and responsible bidders in each region. Up to twelve (12) agreements may be awarded with a maximum of three (3) Contractors per region, with the primary, secondary, and tertiary award as per **Exhibit A, Item 6, Instructions for Client Agencies** included in the Sample MSA Forms/Exhibits section of this IFB.

This IFB is open to all eligible firms and/or individuals that meet the qualification requirements.

B. Time Schedule

Below is the tentative time schedule for this IFB:

Event	Date	Time (Pacific Standard Time), <i>If applicable</i>
IFB Released	12/07/10	
Questions Due	12/17/10	12:00 p.m.
Bid Due	01/11/11	2:00 p.m.
Bid Opening	01/12/11	10:00 a.m.
Proposed Start Date of Agreement	07/01/11	

C. Agreement Term

The term of the resulting MSA is expected to be thirty-six (36) months and is anticipated to be effective from July 1, 2011 through June 30, 2014. Agreement extensions are subject to satisfactory performance, funding availability, and approval by Department of General Services (DGS).

The resulting MSA will be of no force or effect until it is signed by both parties and approved by DGS. Bidder is hereby advised not to commence performance until all approvals have

been obtained. If performance commences before all approvals are obtained, said services may be considered to have been volunteered.

D. Bidder Questions

Bidders shall immediately notify CHP if clarification is needed regarding the services sought or questions arise about the IFB and/or its accompanying materials, instructions, or requirements. Bidders shall submit questions via the BidSync website www.bidsync.com. CHP reserves the right to contact an inquirer to seek clarification of any inquiry received.

Bidders that fail to report a suspected problem with this IFB and/or its accompanying materials or fail to seek clarification and/or correction of this IFB and/or its accompanying materials shall submit a bid at their own risk. In addition, if awarded the MSA, the successful bidder shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

1. What to include in an inquiry

- a. A description of the subject or issue in question or discrepancy found.
- b. IFB section, page number or other information useful in identifying the specific problem or issue in question.
- c. Remedy sought, if any.

2. Question deadline

Submit written questions and inquiries no later than the date and time stated in section B of this IFB, entitled "Time Schedule."

CHP will accept questions or inquiries about the following issues up to the bid due date:

- a. DVBE participation requirements.
- b. How to complete DVBE attachments.
- c. The reporting of IFB errors or irregularities.

3. Verbal questions

CHP reserves the right not to accept or respond to verbal questions and inquiries. **Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on CHP unless later confirmed in writing.** Any additional requirements shall be issued in the form of an addendum to all potential bidders.

Direct all verbal requests for DVBE assistance to CHP, SB/DVBE Advocate at (916) 843-3616 up to the bid due date.

E. Pre-Bid Conference

CHP will not hold a pre-bid conference for this IFB.

F. Reasonable Accommodations

For individuals with disabilities, CHP will provide assistive services such as reading or writing assistance, and conversion of the IFB, questions/answers, IFB addenda, or other administrative notices into Braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please call the number below to arrange for reasonable accommodations.

Business Services Section, Contract Services Unit
Attn: Ms. Tessa Gomez
Telephone number (916) 843-3610
(TTY) - California Relay telephone number 1-800-735-2929

NOTE: The range of assistive services available may be limited if requestors cannot allow ten (10) or more state working days prior to date the alternate format material is needed.

G. Scope of Work

See **Exhibit A** entitled, "Scope of Work" that is included in the Sample Agreement Forms/Exhibits section of this IFB. **Exhibit A** contains a detailed description of the services and work to be performed as a result of this IFB.

H. Experience and Qualification Requirements

Failure to meet the following requirements by the bid due date will be grounds for CHP to deem a bidder non-responsive. In submitting a bid, each bidder must certify that it possesses the following qualification requirements.

1. Pursuant to California Business and Professions Code, Chapter 11.5, Article 3, section 7582 et seq., the bidder must have a current valid license to provide unarmed security guard services. A thorough review of the bidder's license status with the California Department of Consumer Affairs, Bureau of Security and Investigative Services will be conducted by the evaluation committee. The bidder must:
 - a. Have been continuously licensed to provide unarmed security guard services by the State of California for a minimum of five (5) consecutive years preceding the bid due date.
 - b. Not have history of license revocation from five (5) years preceding the bid due date.
 - c. Have no more than three (3) warnings or three (3) fines within five (5) years preceding the bid due date, issued by the Department of Consumer Affairs, Bureau of Security and Investigative Services, for violation of the Business and Professions Code, Chapter 11.5, Article 3, section 7582 et seq.
 - d. Have no tax liens filed against the company.
 - e. Have a minimum of five (5) consecutive years of experience providing unarmed security guard services of similar size, complexity, and scope to those described in the Scope of Work section of **Exhibit A** of the Sample Agreement attached to this IFB.

To satisfy this requirement, bidders must provide at least five (5) client references (see **Attachment 3**, “Client References”) which establish their experience in providing unarmed security guard services similar to those described in paragraphs 5(A), 5(C), 5(E), and 5(K) of the Scope of Work section of **Exhibit A** of the Sample MSA for businesses, medical facilities, educational institutions, and/or public agencies. The requisite experience must have been gained within the five (5) years immediately preceding the bid due date. Qualifying experience does not include services provided at abandoned housing. Providing fewer than five (5) client references shall result in rejection of the bid as non-responsive.

Historically, approximately 900 security guard positions have existed statewide. But, as illustrated below, the number of guards required in each of the four (4) regions varies significantly:

Region 1: Approximately 460 guard positions

Region 2: Approximately 30 guard positions

Region 3: Approximately 260 guard positions

Region 4: Approximately 150 guard positions

In light of these regional differences in past and anticipated staffing requirements, bidder experience will be evaluated by region to ensure that the extent of each bidders’ prior experience is comparable in scope of work and numeric staffing levels to the region(s) bid upon. The name of the person at each client reference most familiar with the services rendered, as well as his or her telephone number and address, must be provided for each reference, as well as a brief description of the services, number of guards involved, and the duration of the contract. By furnishing the client references, the bidder gives the State permission to contact the named entities to verify the information provided.

2. Bidders shall meet all qualifications required in this IFB including all referenced attachments and exhibits.
3. Bidders must certify their willingness to comply with all terms and conditions addressed in section N of this IFB, entitled “Agreement Terms and Conditions,” including those terms in the referenced exhibits.
4. **(Corporations, Limited Liability Corporations, and Limited Partnerships)** Corporations, Limited Liability Corporations, and Limited Partnerships must certify they are in good standing and qualified to conduct business in California.
5. **(Nonprofit Organizations)** Non-profit organizations must certify they are eligible to claim nonprofit status.
6. Bidders must have a past record of sound business integrity and history of being responsive to past contractual obligations.
7. Bidders must meet Disabled Veteran Business Enterprise (DVBE) participation goals. Detailed requirements are outlined in **Attachment 8**, entitled “California Disabled Veteran Business Enterprise (DVBE) Program Requirements.”

8. Before MSA execution, the lowest responsible bidder must supply proof of liability insurance that meets the requirements in **Exhibit E**, entitled “Insurance Requirements” that is included in the Sample MSA Forms/Exhibits section of this IFB.

I. Bid Format and Content Requirements

1. General instructions

- a. Each individual or firm may submit only one (1) bid. For purposes of this paragraph, “firm” includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one (1) bid, CHP will reject all bids submitted by that firm or individual.
- b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.
- c. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood. MSA increases will not be allowed due to poor examination of work sites and/or specifications.
- d. Arrange for timely delivery of the bid package to the specified address. Bidders are advised not to wait until shortly before the bid submission deadline to submit the bid.

2. Bid format requirements

- a. Submit one (1) original bid package. Bids must be complete and include all required attachments and documentation.
- b. Bind bid package as necessary in the order outlined in Attachment 2. Do not include additional documents other than those listed in Attachment 2.
- c. Sign applicable IFB attachments/forms in ink, preferably in a color other than black. Have a person who is authorized to bind the bidding firm sign each form that requires a signature. **Signature stamps are not acceptable.** Unsigned bids may be rejected.

3. Bid content requirements

This section specifies the order and content of each bid and where applicable, indicates form/attachment completion instructions.

When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. **Unless otherwise indicated, do not submit supplemental information or other materials that CHP has not requested.**

Complete and assemble the following items. After completing and signing the applicable attachments, assemble all items in the order shown below and place them in a **sealed** envelope.

4. Required attachments/documentation

Attachment/Documentation	Instructions
1 - Bid Form	Complete this form entirely. Do not submit supplemental cost or rate sheets. Any corrections or changes to the dollar amounts entered on the Bid Form after the amounts are originally inserted must be initialed in ink by the bidder.
2 - Required Attachment/Certification Checklist	<p>Check each item with “Yes” or “N/A,” as applicable, and sign the form. If necessary, explain the choices on a separate sheet of paper.</p> <p>If a bidder marks “Yes” or “N/A” and attaches an explanation to the checklist to clarify their choice, CHP considers this a “qualified response.” Any “qualified response,” determined by CHP to be unsatisfactory or insufficient to meet a requirement, may cause a bid to be deemed non-responsive.</p>
3 - Client References	Identify five (5) businesses, medical facilities, educational institutions, and/or public agency clients for whom the bidder has provided unarmed security guard services similar to those described in the Scope of Work section of this IFB. List the most recent first. See section H of this IFB entitled, “Experience and Qualification Requirements,” item 1(e).
3a - Client Reference Check Questionnaire	DO NOT FILL OUT THIS FORM. This form will be filled out by CHP personnel during the evaluation process.
4 - CCC-307 Contractor Certification Clauses	Complete and sign this form indicating a willingness and ability to comply with the Contractor Certification Clauses (CCC) appearing in this attachment.
5 - Darfur Contracting Act	Read the form and select the one (1) option that is appropriate for the bidder. If bidder selects the second option, a copy of the written permission from DGS must be included. The certification must be completed.
6 - Std. 204, Payee Data Record	Complete and return this form.
7 - CHP 78V, Conflict of Interest & Confidentiality Statement – Vendor	Read the statement and complete and sign the bottom of the form indicating willingness and ability to comply with the statement.
8a - Std. 843, Disabled Veteran Business Enterprise Declarations	Submission of this form is required when a certified DVBE contractor or subcontractor will provide materials, supplies, services, or equipment to be used to fulfill the requirements for this IFB.

Attachment/Documentation	Instructions
8b - GSPD-05-105, Bidder Declaration	All bidders must complete this form. Instructions for completing this form are on the second page of this attachment. If DVBE participation is involved, it should be documented on this form.
9a - Small Business Subcontractor/Supplier Acknowledgement	Submission of this form is optional. Read and carefully follow the completion instructions in Attachments 9 and 9a. Complete and return Attachment 9a <u>only</u> if the bidding firm is not a certified small business, but is requesting a subcontractor bidding preference by committing to use one or more certified small business subcontractors for an amount equal to at least 25% of the total bid price.
Business License (California Businesses Only)	California businesses <u>must</u> submit a copy of a current business license issued by the governmental jurisdiction in which the business is located. Submit an explanation if this documentation cannot be supplied or there is reason to believe no license is required.
Proof of Corporation status (Corporations, Limited Liability Corporations, and Limited Partnerships Only)	Corporations, Limited Liability Corporations, and Limited Partnerships must either submit a copy of the bidding firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State <u>or</u> submit a downloaded copy of the bidding firm's on-line status information from the California Business Portal website of California's Office of the Secretary of State.
Proof of Non-profit status (Non-profit Organizations Only)	Non-profit organizations must submit a copy of a current IRS determination letter indicating nonprofit or 501(3) (c) tax exempt status. Submit an explanation if this documentation cannot be supplied.

J. Submission of Bids

1. Submission instructions

- a. Assemble an original bid package per the instructions in section I of the IFB entitled “Bid Format and Content Requirements.”
- b. Place bid package in a single envelope or package. Seal the envelope.
- c. Mail or arrange for hand delivery of the bid package to the Department of California Highway Patrol, Business Services Section, Contract Services Unit. Bids may not be transmitted electronically by fax or email.
- d. Regardless of postmark or method of delivery, the CHP Business Services Section, Contract Services Unit must receive the bid package by the date and time stated in section B of this IFB, entitled “Time Schedule.” **CHP will not open or publicly read late bids; these will be returned to sender unopened.**
- e. Label and submit the bid package using one of the following methods.

U. S. Mail/Overnight Express or Hand Delivery:

IFB 11C080000 (Do Not Open)

Department of California Highway Patrol Business Services Section, Contract Services Unit Attn: Tessa Gomez 601 N. 7 th Street Sacramento, CA 95811 Phone: (916) 843-3610

- f. **Bidder warning**

- 1) CHP's internal processing of mail may add 48 hours or more to the delivery time. If the bid package is mailed, consider using certified or registered mail and request a receipt upon delivery.
- 2) For hand deliveries, allow sufficient time to locate parking. The building designated for hand deliveries is a secure facility; therefore bidders are required to remain in the lobby. Bidders should notify the receptionist at the front desk of the nature of their business. The receptionist will notify CHP Business Services Section, Contract Services Unit. Bidders are warned not to surrender their bids in the care of a person other than CHP Contract Services Unit staff.

NOTE: It is the bidder's responsibility to ensure the bid is received by CHP before the bid due date/time. CHP is not responsible for bids received after the bid due date and/or time due to circumstances beyond CHP's control.

2. Proof of timely receipt

- a. Upon receipt of bid package, CHP staff will stamp each bid package/envelope with a date/time stamp or handwrite the date and time and initial. If a bid package is hand delivered, CHP staff will give a bid receipt to the hand carrier upon request.
- b. To be timely, CHP Business Services Section, Contract Services Unit must receive bid packages at the stated place of delivery no later than the time specified in section

B of this IFB, entitled “Time Schedule” on the bid due date. Delivery to the CHP mailroom, to any CHP Area office, or the presence of a U.S. postmark will not serve as proof of timely delivery.

- c. CHP will deem late bid packages non-responsive.

3. Bidder costs

Bidders are responsible for all costs of developing and submitting a bid package. Such costs cannot be charged to CHP or included in any cost element of a bidder’s price offering.

K. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at the following address, at the date and time stated in section B of this IFB, entitled “Time Schedule”:

Department of California Highway Patrol
Business Services Section
601 N. 7th Street
Sacramento, CA 95811

Bidders who wish to attend the public bid opening must notify the contact person for this IFB three (3) working days before the bid opening date specified in Section B – Time Schedule.

If you and/or your representative require reasonable accommodation to participate in the Public Bid Opening, you must contact the contract analyst identified in Section F of this IFB, entitled Reasonable Accommodations and identify what reasonable accommodation(s) is required for you to participate.

At the time of the public bid opening, the dollar amount of each bid shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE Mandatory participation requirements, if applicable.

L. Bid Requirements and Information

1. Non-responsive bids

In addition to any condition previously indicated in this IFB, the following occurrences **may** cause CHP to deem a bid non-responsive.

- a. Failure of a bidder to:
 - 1) Meet bid format/content or submission requirements including, but not limited to, the sealing and/or labeling of the bid package.
 - 2) Pass the Required Attachment/Certification Checklist review by not marking “Yes” for each item listed or by not appropriately justifying, to CHP satisfaction, all “N/A” designations.
- b. If a bidder submits:
 - 1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind to include obvious erasures.

- 2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.
 - 3) False, inaccurate, or misleading information; provides references which do not support an attribute or condition claimed by the bidder; or falsely certifies compliance on any IFB attachment. If, in the opinion of CHP, such information was intended to mislead the CHP in its evaluation of the bid; and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
 - 4) Alternate contract language. A bid with such language will be considered a counter proposal and will be rejected. The terms and conditions herein are not negotiable.
- c. Failure of a bidder to meet DVBE participation goals will be cause for rejection.
 - d. If CHP discovers at any stage of the bid process or upon agreement award that a bidder is unwilling or unable to comply with the agreement terms, conditions and/or exhibits cited in this IFB and/or the resulting agreement.
 - e. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the bidder places any conditions on performance of the scope of work, submits a counter offer/proposal, etc.). Any deviation from the specifications may be cause for rejection of the bid.

2. Bid modifications after submission

- a. All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn and the bidder may resubmit a new bid package prior to the bid due date.
- b. To withdraw and/or submit a new bid package, follow the instructions appearing in this section, entitled “Bid Requirements and Information,” paragraph 4.

3. Bid mistakes

If prior to the bid due date, a bidder discovers a mistake in their bid that renders the bidder unable or unwilling to perform all scope of work services for the price/costs offered, the bidder must immediately notify CHP and submit a written request to withdraw its bid following the procedures set forth in this section, entitled “Bid Requirements and Information,” paragraph 4, b.

4. Withdrawal and/or resubmission of bids

a. Withdrawal deadline

A bidder may withdraw its bid any time prior to the bid due date.

b. Submitting a withdrawal request

- 1) Submit a written withdrawal request signed by an authorized representative of the bidder.
- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail, Hand Delivery, or Overnight Express:	
Withdrawal IFB 11C080000 Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: Tessa Gomez 601 N. 7 th Street, Sacramento, CA 95811 Phone: (916) 843-3610	
Fax:	E-mail:
Withdrawal IFB 11C080000 Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: Tessa Gomez Fax: (916) 322-3155	Withdrawal IFB 11C080000 tegomez@chp.ca.gov and sbeechtree@chp.ca.gov

- 3) **[For faxed requests]** Bidders must call CHP, Business Services Section, Contract Services Unit at (916) 843-3610 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

An originally signed withdrawal request is generally required before CHP will return/release a bid package to a bidder. CHP may grant an exception if the bidder informs CHP that the bidder will submit a new or replacement bid package immediately following the withdrawal.

c. Resubmitting a bid package

After withdrawing a bid package, bidders may submit a new bid package according to the submission instructions. Replacement bid packages must be received at the stated place of delivery by the due date and time stated in section B of this IFB, entitled “Time Schedule.”

5. Evaluation and selection

This section describes, in general, the process that CHP will use to evaluate timely bid packages.

a. Bid opening/reading

- 1) All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened, read, and recorded.
- 2) Each bid will be checked for the presence of required information in conformance with the submission requirements of this IFB.

b. Bid package review

- 1) After the bid opening and reading, bids will be reviewed and evaluated. One or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. A bidder will be deemed responsive by the evaluation committee by reviewing the bid to ensure that the bidder has enclosed all the documentation required in the prescribed format, and complied with all material requirements of the IFB. This is a pass/fail evaluation.

- 2) If the materials submitted by a bidder do not prove, support or substantiate the claims made on the Required Attachment/Certification Checklist, the bid will be deemed non-responsive and rejected from further consideration.
- 3) If applicable, CHP will adjust bid amounts for any claimed preference following confirmation of eligibility with Department of General Services (DGS).

6. Agreement award and protests

a. Agreement award

Award of the agreement(s), if awarded, will be to the responsive and responsible bidder(s) that offers the lowest cost. The lowest cost will be determined after CHP adjusts bidder costs for applicable preferences and/or incentives. If a bidder is the lowest bidder for more than one (1) region, all of the regions awarded to that bidder will be incorporated into one (1) Master Service Agreement. Additional information regarding the award can be found in section A of this IFB entitled Purpose and Description of Services.

b. Settlement of tie bids

- 1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or micro business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the agreement will be awarded to the DVBE bidder per Government Code section 14838 (f) et seq.
- 2) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or micro business, the agreement will be awarded to the certified small business or micro business.
- 3) In the event of a precise tie between the lowest responsive bid submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the agreement will be awarded to the certified DVBE.
- 4) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted the DVBE subcontractor incentive and the lowest responsive bid submitted by a certified small business or micro business, the agreement will be awarded to the certified small business or micro business.
- 5) In the absence of a California law or regulation governing a specific tie, CHP will settle all other tie bids in a manner CHP determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will CHP settle a tie by dividing the work among the tied bidders.

c. Protests

1) Protest procedures

Protests must be made in accordance with Public Contract Code section 10345. CHP will not make an award until all protests are withdrawn by the protestant, denied, or resolved to the satisfaction of Department of General Services (DGS).

2) Submitting a protest

A protest may be hand delivered, mailed, or faxed to the appropriate agencies. Label, address, and submit an initial protest notice and/or a detailed protest statement using one of the following methods.

Hand Delivery, Mail or Overnight Express:	Fax:
Protest to CHP IFB 11C080000 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Tessa Gomez 601 N. 7 th Street Sacramento, CA 95811	Protest to CHP IFB 11C080000 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: Tessa Gomez Fax: (916) 322-3155
Protest to CHP IFB 11C080000 Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605	Protest to CHP IFB 11C080000 Department of General Services Office of Legal Services Fax: (916) 376-5088

Faxed protests must be followed up by sending an original signed protest, with all supporting material, within seven (7) calendar days of submitting the faxed protest.

Call the telephone numbers below to confirm receipt of a fax transmission:

Department of General Services	(916) 376-5080
Department of California Highway Patrol	(916) 843-3610

7. Disposition of bids

- a. All materials submitted in response to this IFB will become the property of the Department of California Highway Patrol and, as such, are subject to the Public Records Act (GC section 6250, et seq. and Civil Code section 1798, et seq.). CHP will disregard any language purporting to render all or portions of any bid package confidential.
- b. All documents submitted in response to this IFB and all documents used in the selection process (e.g., review checklists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and shall be available for public inspection.

8. Inspecting or obtaining copies of bids

a. Who can inspect or copy bid materials

Any person or member of the public can inspect or obtain copies of bid materials.

b. What can be inspected/copied and when

After the bid opening, all bids, bidders list, conference sign-in/attendance sheet, checklists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or obtaining copies of bid materials

Persons wishing to view or inspect any bid related materials must identify the items they wish to inspect and must make an inspection appointment by contacting **CHP Business Services Section, Contract Services Unit at (916) 843-3610**.

Persons wishing to obtain copies of bid materials may mail a written request to the CHP office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from CHP premises for the purposes of making copies.

Unless waived by CHP, a check covering copying and/or mailing costs must accompany the request. Copying costs, when applicable, are charged at a rate of **thirty cents (\$0.30)** per page for regular copies and **fifty cents (\$0.50)** per page for copies of microfilm or computer records. For computer records, each perforated section shall be considered one (1) page. CHP will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - IFB 11C080000

Department of California Highway Patrol

Attn: Public Records Coordinator

601 N. 7th Street

Sacramento, CA 95811

Or by fax: (916) 843-3266

More information is available on the CHP website: www.chp.ca.gov.

9. Verification of bidder information

By submitting a bid, bidders agree to authorize CHP to:

- a. Verify any and all claims made by the bidder including, but not limited to verification of prior experience and the possession of other qualification requirements, and
- b. Check any reference identified by a bidder or other resources known by the State to confirm the bidder's business integrity and history of providing effective, efficient and timely services.

10. CHP rights

In addition to the rights discussed elsewhere in this IFB, CHP reserves the following rights.

a. IFB corrections

- 1) CHP reserves the right to do any of the following up to the bid submission deadline:
 - a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.
 - b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.
 - c) Waive any IFB requirement or instruction for all bidders if CHP deems said requirement or instruction unnecessary, erroneous or unreasonable.
 - d) Allow bidders to submit questions about any IFB change, correction or addenda. If CHP allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If applicable, CHP will mail, email, or fax written clarification notices or addenda to all persons/firms receiving this IFB.

Exceptions may occur, when CHP decides, just before or on the bid due date, to extend the submission deadline. If this occurs, CHP may notify potential bidders of the extension by fax, email, or by telephone. CHP will follow-up any verbal notice in writing by fax or mail.

b. Immaterial bid defects

- 1) CHP may waive any immaterial defect in any bid package and allow the bidder to remedy those defects.
- 2) CHP's waiver of an immaterial defect in a bid package shall in no way modify this IFB or excuse a bidder from full compliance with all bid requirements.

c. Correction of clerical or mathematical errors

- 1) At its sole discretion, CHP reserves the right to overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.
- 2) If the correction of an error results in an increase or decrease in the total price, CHP shall give the bidder the option to accept the corrected price or withdraw their bid.
- 3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.
- 4) If a mathematical error occurs in a total or extended price and a unit price is present, CHP will use the unit price to settle the discrepancy.

d. Right to remedy errors

CHP reserves the right to remedy errors caused by:

- 1) CHP office equipment malfunctions or negligence by agency staff.
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

e. No agreement award or IFB cancellation

The issuance of this IFB does not constitute a commitment by CHP to award an agreement. CHP reserves the right to reject all bids and to cancel this IFB if it is in the best interest of CHP to do so.

f. Agreement amendments after award

As provided in the Public Contract Code governing contracts (agreements) awarded by competitive bid, CHP reserves the right to amend the agreement after CHP makes an agreement award.

M. Preference and Incentive Programs

To confirm the identity of the lowest responsive bidder, CHP will adjust the total bid cost for applicable claimed preference(s) and/or incentive(s). CHP will apply preference and/or incentive adjustments to eligible bidders according to state regulations following verification of eligibility with Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS). Such preferences and/or incentives shall be applied and evaluated per region, as the MSA will be awarded on a regional basis. Applicable caps will be utilized per region, as well.

1. Small/Micro Business Preference (preference not to exceed \$50,000)

- a. A responsive bidder, certified as a small/micro business in a relevant business category or type, will be granted a preference up to five percent (5%) of the lowest responsive bid. Small business means a responsive/responsible bidder that is certified by the California Department of General Services as a small business or micro business. The “service” category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in section M of this IFB, entitled “Preference and Incentive Programs,” paragraph 4.
- b. In granting small/micro business preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.
- c. To be certified as a California small/micro business and eligible for a bidding preference the business concerned must meet the State’s eligibility requirements and must have submitted an application for small/micro business status no later than 5:00 p.m. on the bid submission deadline.
- d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from DGS, OSDS, fully complete the application, and submit it to DGS as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact the Department of General Services by the following means:
 - 1) (916) 322-5060 (24 hour recording and mail requests), or
 - 2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-central receptionist), or
 - 3) Internet address: <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> or

- 4) Fax: (916) 375-4950, or
- 5) Email: OSDSHelp@dgs.ca.gov

2. Non-Small Business Subcontractor Preference (preference not to exceed \$50,000)

- a. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or micro business.
- b. If the tentative low bidder is not a certified small/micro business, a bid preference up to five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations section 1896.6 (b) and Government Code section 14835.
- c. If a bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.
- d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the agreement, and the basic functions to be performed must be identified at the time of bidding.
- e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.
- f. Complete **Attachment 8b (Bidder Declaration) and Attachment 9a (Non-Small Business Subcontractor Preference Acknowledgement)** to request the non-small business subcontractor preference.
- g. Refer to section L of this IFB, entitled "Bid Requirements and Information," paragraph 6, b to learn how tie bids will be resolved.

3. Disabled Veteran Business Enterprise (DVBE) Incentive

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on **Attachment 8b (Bidder Declaration)** and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. (Refer to **Attachment 8**).

NOTE: When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

4. Nonprofit Veteran Service Agency (NVSA) Small business Preference (preference not to exceed \$50,000)

- a. Pursuant to Military and Veteran Code section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/micro business preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference up to five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a small business/micro business. The “service” category is the business type that will most likely apply to this procurement.
- b. In granting small business preference to NVSAs, no bid will be reduced by more than five percent (5%). The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.
- c. To be eligible for the NVSA small business preference, the business concern must:
 - 1) Request preference at the time of bid submission, and
 - 2) Become certified as a small business or micro business by the appropriate office of the California Department of General Services prior to the bid submission due date.
- d. Refer to section L of this IFB, entitled “Bid Requirements and Information,” paragraph 6, b to learn how tie bids will be resolved.

N. Agreement Terms and Conditions

The lowest responsible bidder(s) must enter into an MSA that may contain the bidder’s bid form or budget, a scope of work, standard agreement provisions, and one or more of the MSA forms and/or exhibits identified below.

The exhibits identified in this section contain agreement terms that require strict adherence to various laws and contracting policies. A bidder’s unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this IFB may cause CHP to deem a bidder non-responsible and ineligible for an award.

In general, CHP will not accept alterations to the General Terms and Conditions (GTC), the Special Terms and Conditions, or the Scope of Work; or alternate agreement/exhibit language submitted by a prospective contractor. CHP will consider a bid containing such provisions “a counter proposal” and CHP will reject such a bid.

1. Sample agreement forms/exhibits

Form/Exhibit Title	Form/Exhibit Name
a. Std. 213	Standard Agreement
b. Exhibit A	Scope of Work
c. Exhibit B	Budget Detail and Payment Provisions
d. Exhibit C	General Terms and Conditions (GTC 610). View or download at this Internet site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm .
e. Exhibit D	Special Terms and Conditions
f. Exhibit E	Insurance Requirements

2. Unanticipated tasks

In the event unanticipated or additional work must be performed that is not identified in this IFB, but in CHP's opinion is necessary to successfully accomplish the scope of work, CHP will request a bid quote for only the unanticipated work and amend the agreement to include the additional work. Unless otherwise indicated, all terms and conditions appearing in the resulting agreement and the salary, wage, unit rates and/or other expenses appearing on the bidder's Bid Form will apply to any additional work.

3. Resolution of differences between IFB and agreement language

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this IFB, any inconsistency or conflict will be resolved by giving precedence to the agreement.

Required Attachments

Bid Form

Name of Bidding Firm *(Legal name as it will appear on the Agreement)*

Mailing address	City	State	Zip Code
Telephone number ()	Fax number ()	Email address <i>(If applicable)</i>	
Name of Contact Person	Telephone number <i>(If different from above)</i> ()		

Bid Amounts

Bid rate shall be the per hour rate for Security Guard 1 and shall be all inclusive (see Exhibit A, Item 5, G, Rates of Pay & Benefits)

	Minimum Wage Requirement	+	Blended Benefits Rate	+	Administrative Costs	=	SG1 Hourly Rate
Region 1:	\$11.61		\$6.52		\$		\$
Region 2:	\$11.61		\$6.52		\$		\$
Region 3:	\$11.61		\$6.52		\$		\$
Region 4:	\$11.61		\$6.52		\$		\$

*** See Exhibit A "Scope of Work" 5 G – Rates of Pay & Benefits, to define minimum wage rate and calculate SG1 hourly rate. Note: The Minimum Wage Requirement Rates for the additional classifications of SG2, SGS and SGM will be computed as set forth in Exhibit A "Scope of Work" 5 G – Rates of Pay & Benefits".**

Evaluation *(To be completed by CHP personnel at the time of the bid evaluation.)* The lowest responsible and responsive bid in the "Subtotal" category for each region will be used to calculate the preferences and/or incentives. The three (3) lowest responsible and responsive bids in the "Total" category for each region will be awarded the Primary, Secondary, and Tertiary Agreements for that region.

	SG1 Rate	Est. no. of positions	Hours/week	weeks/year	No. of years	Subtotal	Preference/Incentive	Total
Region 1	\$	x 460	x 40	x 52	x 3	= \$	- \$	= \$
Region 2	\$	x 30	x 40	x 52	x 3	= \$	- \$	= \$
Region 3	\$	x 260	x 40	x 52	x 3	= \$	- \$	= \$
Region 4	\$	x 150	x 40	x 52	x 3	= \$	- \$	= \$

Bidding Preferences Claimed (Check only the preferences claimed per region and complete Attachments 8a, 8b, 8c, and 9a for each region in which you are submitting a bid.)

Region 1:

- Certified small business or micro business preference **Certification #** _____
- Non-small business subcontractor preference (committing use of 25% or more of small business subcontract(s))
- DVBE Incentive (committing to use DVBE subcontract(s)) **Certification #** _____

Region 2:

- Certified small business or micro business preference **Certification #** _____
- Non-small business subcontractor preference (committing use of 25% or more of small business subcontract(s))
- DVBE Incentive (committing to use DVBE subcontract(s)) **Certification #** _____

Region 3:

- Certified small business or micro business preference **Certification #** _____
- Non-small business subcontractor preference (committing use of 25% or more of small business subcontract(s))
- DVBE Incentive (committing to use DVBE subcontract(s)) **Certification #** _____

Region 4:

- Certified small business or micro business preference **Certification #** _____
- Non-small business subcontractor preference (committing use of 25% or more of small business subcontract(s))
- DVBE Incentive (committing to use DVBE subcontract(s)) **Certification #** _____

Bidder Acknowledgment/Certification

The bidder hereby certifies that the materials submitted in response to this IFB and the price(s)/rate(s) offered on this Bid Form are true and accurate to the best of the bidder's knowledge.

The bidder understands that its bid response will become a public document and will be open to public inspection.

The bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until CHP awards the agreement and throughout the duration of the agreement. Any cost over-runs or increases in services, if allowed, shall be billed at the price(s)/rate(s) stated for the appropriate budget period. Agreement extensions, if any, shall be billed at the price(s)/rate(s) stated for the last budget period/year if more than one budget period/year is shown.

The bidder further understands that the above quoted rate(s) must include all of the bidders costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Form the bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this IFB and any attachment thereto.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the requirements of this bid document. This certification is made under the laws of the State of California.

Bidder's signature:		Date signed:
Printed/typed name:		Title:

Required Attachment/Certification Checklist

Qualification Requirements. I certify that I meet the following qualification requirements:		Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm possesses at least five (5) consecutive years of experience of the types listed in section H of the IFB, entitled "Experience and Qualification Requirements." That experience occurred within the past five (5) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has been licensed in accordance with the requirements in item 1 of section H of the IFB, entitled "Experience and Qualification Requirements," and no tax liens have been filed against my firm.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has read and is willing to comply with the terms, conditions, and agreement exhibits addressed in the section N of the IFB, entitled "Agreement Terms and Conditions."	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations, Limited Liability Corporations, Limited Partnerships) My firm is in good standing and qualified to conduct business in California. [Check "N/A" if not a Corporation, Limited Liability Corporation, or Limited Partnership]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) My firm is eligible to claim nonprofit status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the State to confirm this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm will supply before agreement execution, proof of self-insurance or copies of insurance certificates proving possession of appropriate liability insurance that meets the requirements stipulated in section H of the IFB, entitled "Qualification Requirements."	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bid Content. I have completed and returned the following Attachments and included the following documents:		Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 1, Bid Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 2, Required Attachment/Certification Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 3, Client References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 4, CCC 307 – Contractor Certification Clauses	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 5, Darfur Contracting Act (If option 2 was selected, a copy of the written permission from DGS is attached.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 6, Std. 204, Payee Data Record	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 7, CHP 78V, Conflict of Interest & Confidentiality Statement - Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 8a, Std. 843, Disabled Veteran Business Enterprise Declarations	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 8b, GSPD-05-105, Bidder Declaration	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 9a, Small Business Subcontractor/Supplier Acknowledgement [Check "N/A" if not applying for this subcontractor preference.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(California Businesses) Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required. [Check "N/A" if not a California business or no business license is required.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations, Limited Liability Corporations, Limited Partnerships) Either a copy of the Certificate of Status issued by California's Office of the Secretary of State or a copy of the bidding firm's <u>active</u> on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. [Check "N/A" if not a Corporation, Limited Liability Corporation or Limited Partnership.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Bidding Firm:		Signature:
Printed Name/Title:		Date:

Client References

List five (5) clients served in the past five (5) years for which the bidding firm provided similar services, refer to section H in the IFB entitled, "Experience and Qualification Requirements." List the most recent first. The name of the person at each client reference most familiar with the services rendered, as well as his or her most current telephone number and address, must be provided for each reference, as well as a brief description of the services, total number of guards involved, and the duration of the contract. In addition to the references listed, CHP may check with CHP offices previously or currently serviced by your company.

REFERENCE 1

Name of Firm

Street address	City	State	Zip Code
Primary Contact Person		Telephone number ()	
Secondary Contact Person		Telephone number ()	
Dates of service		Value or cost of service	

Brief description of service provided, including total number of guards (attach additional sheet, if necessary)

REFERENCE 2

Name of Firm

Street address	City	State	Zip Code
Primary Contact Person		Telephone number ()	
Secondary Contact Person		Telephone number ()	
Dates of service		Value or cost of service	

Brief description of service provided, including total number of guards (attach additional sheet, if necessary)

Continued Client References

REFERENCE 3

Name of Firm			
Street address	City	State	Zip Code
Primary Contact Person		Telephone number ()	
Secondary Contact Person		Telephone number ()	
Dates of service		Value or cost of service	
Brief description of service provided, including total number of guards (attach additional sheet, if necessary)			

REFERENCE 4

Name of Firm			
Street address	City	State	Zip Code
Primary Contact Person		Telephone number ()	
Secondary Contact Person		Telephone number ()	
Dates of service		Value or cost of service	
Brief description of service provided, including total number of guards (attach additional sheet, if necessary)			

Client Reference Check Questionnaire

BIDDER'S DO NOT FILL OUT THIS FORM. THIS FORM IS FOR INFORMATION PURPOSES ONLY. CHP WILL COMPLETE DURING THE EVALUATION PROCESS.

Contractor _____

Date _____

Time _____

Reference Questions

Client _____

Client Reference Contact(s) _____

Phone Number(s) _____

1) Verify all items on Reference Sheet

Dates of service

Yes

No (Please Explain) _____

Total value or cost of service

Yes

No (Please Explain) _____

2) How long have you employed this company for unarmed security guard services?

3) How many guards from this Contractor are/or have been employed by your company?

4) Will you continue to use this company or employ them again? If not, why?

CCC 307 – CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>	
By (Authorized Signature)			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the agreement.

Failure to comply with these requirements may result in suspension of payments under the agreement or termination of the agreement or both and Contractor may be ineligible for award of any future state agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT**: Contractor hereby certifies that contractor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

NOTE: This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the applicable CCC. Visit this web site to view the entire document: <http://www.ols.dgs.ca.gov/Standard Language/default.htm>. (Link revised 10/09)

Darfur Contracting Act Certification

Pursuant to Public Contract Code (PCC) section 10478, a firm that currently has or within the previous three years has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to bid on or submit a proposal for a contract with a California state agency to supply goods or services.

A "scrutinized" company is one that does business in the African nation of Sudan (of which the Darfur region is a part). As defined in PCC section 10476, a "scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the conditions specified in PCC section 10476 subsections (a) through (g).

Completion Instructions:

1. Mark/check one (1) box to describe the Bidding Firm's compliance with the Darfur Contracting Act.
2. Collect the signature of a person authorized to bind the Bidding Firm to the claim made below.
3. Return the completed/signed attachment with the bid/proposal response per bid instructions.

Bidding Firm's Claim (Check One):

<input type="checkbox"/>	The Bidding Firm does not currently have, and our firm has not had within the previous three years, business activities or other operations outside of the United States.
OR	
<input type="checkbox"/>	The Bidding Firm claims it is a "scrutinized" company as defined in Public Contract Code section 10476, but the bidding firm has received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). Include a copy of the written permission issued by the Department of General Services with this attachment.
OR	
<input type="checkbox"/>	The Bidding Firm currently has, or has had within the previous three years, business activities or other operations outside of the United States. However, the Bidding Firm claims it is not a "scrutinized" company as defined in Public Contract Code section 10476. [Rev. 10-09]

Certification

I, the official named below, am duly authorized to legally bind the Bidding Firm to the claims made herein. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidding Firm	
Signature	Date Signed
Printed/Typed Name	Title

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE
PAYEE DATA RECORD
STD. 204 (Rev. 6-2003) (REVERSE) (CHP AUTOMATED)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR

CHP 78V (Rev. 4-08) OPI 076

OPI CONTRACT/REQUISITION NUMBER

It is a mandatory requirement for the contractor/vendor to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencing contract services and/or delivering requested commodities. Failure to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencement of work and/or delivery of requested commodities will be grounds for contract termination.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees have no personal or financial interest and no present or past employment or activity which would be incompatible with participating in any activity related to this contract. For the duration of this contract, I warrant my company and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this contract.

I warrant my company and its employees not to disclose any financial, statistical, personal, technical, media-related, and all other data and information made available to use by the state for the purpose of providing services to the California Highway Patrol (CHP) in conjunction with the contract identified above. I warrant that only those employees who are authorized and required to use such materials will have access to them. Authorization documentation must be provided to the CHP prior to the start of the contract.

I further warrant that all materials provided by the state will be returned promptly after use; all copies or derivations of the materials will be physically and/or electronically sanitized at a minimum in accordance with the Federal Information Security Management Act (FISMA), National Institute of Standard Technology (NIST), 43 NIST Special Publication 800-36. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply will subject my company to criminal and civil liabilities, including all damages to the state. I authorize the state to inspect and verify the destruction document(s) as described above.

I warrant that my company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the state that such third party has an agreement with the state similar in nature to this one. I agree to immediately advise the CHP contract coordinator of any person(s) who has access to project confidential information and intends to disclose that information in violation of this agreement.

NAME OF COMPANY

NAME OF COMPANY REPRESENTATIVE TITLE

SIGNATURE OF COMPANY REPRESENTATIVE DATE

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS - FOR SERVICE/PUBLIC WORKS CONTRACTS

(Revision Date March 2, 2010)

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE YOU BEGIN.

AUTHORITY. The DVBE Participation Goal Program for state agreements is established in Public Contract Code (PCC) §10115 et seq., Military and Veterans Code (MVC) §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

Pursuant to MVC section 999.2, each state department has a participation goal of not less than 3% for DVBEs. These goals apply to the **overall** dollar amount expended each year by the awarding department.

The minimum DVBE participation percentage (goal) is 3% for this solicitation. A DVBE incentive (located elsewhere within the solicitation document) will be given to bidders who provide DVBE participation.

INSTRUCTIONS. These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE") who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled "Resources and Information". Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

1. Bidders who use the DVBE Incentive option must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called "bids") **that fail to submit all required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**
2. California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.
3. Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to agreement termination, loss of certification, monetary and/or civil penalties.

4. At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and DVBE subcontractor(s). The written confirmation may request information that includes, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
5. **DVBE SUBSTITUTIONS.** During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c). Contractor understand and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per M&VC 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by the contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code § 10115.10 or PCC § 4110 (applies to public works only).
6. **DVBE REPORTING REQUIREMENTS.** If for this agreement contractor made a commitment to achieve DVBE participation, then contractor must within 60 days of receiving final payment under this agreement certify by completing and returning a Final Report – Utilization of Small Business and Disabled Veteran Business Enterprise to the Client Agency identifying (1) the name and address of the DVBE(s) that participated in the performance of the contract; (2) description of work performed and/or materials provided; (3) the total amount the prime contractor received under the contract; (4) percentage of DVBE commitment as stated in bid; (5) the amount each DVBE received from the prime contractor; (6) that all payments under the contract have been made to the DVBE(s); and (7) the actual percentage of DVBE participation that was achieved.
Client Agencies shall provide each Contractor with a Final Report – Utilization of Small Business and Disabled Veteran Business Enterprise Form.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. (Military & Veterans Code (M&VC) § 999.5(d)).

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

COMMITMENT TO FULL DVBE PARTICIPATION – For a bidder who is a 100% DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT - Commit to meet or exceed the DVBE participation requirement in this solicitation by Method A1 (bidder is a California certified DVBE) or Method A2 (bidder is not a California certified DVBE).

Bidder must document DVBE participation and commitment by completing and submitting a Disabled Veteran Business Enterprise Declarations, STD 843 and a Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. **Failure to complete and submit the required form as instructed shall render the bid non-responsive.**

Method A1. Certified DVBE Bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the bidder's firm or in combination with another DVBE(s).
- b. Document DVBE(s) participation on the Bidder Declaration (GSPD-05-105).
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation (STD 843) from each of the DVBEs identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE Bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration (GSPD-05-105).
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, facsimile or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration (GSPD-05-105) and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price:

Confirmed DVBE Participation of:	DVBE Incentive:
10% or Over	5%
7% to 9.99%	3%
4% to 6.99%	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

THE FOLLOWING RESOURCES AND INFORMATION PAGE MAY BE USED TO LOCATE DVBE SUPPLIERS:

RESOURCES AND INFORMATION

Awarding Department: For questions regarding bid documentation requirements, DVBE suppliers who may have identified themselves as potential subcontractors and/or to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation, contact the department's Certified Business Advocate named below:

Sandra Bradley, Certified Business Advocate
Business: 916 843-3616
Facsimile: 916 322-3166
Email: SBradley@chp.ca.gov

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: www.pd.dgs.ca.gov/smbus

Receptionist: (916) 375-4940
Voice, 8 am-5 pm: (800) 559-5529
Facsimile: (916) 375-4950

To view/download any of the above tabs, go to www.pd.dgs.ca.gov/smbus/default.htm and click on appropriate tab.

FOR:

- Directory of Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- DVBE Program Info. and Statewide Policy
- DVBE Resource Packet
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

DGS-PD EProcurement

Website: www.eprocure.dgs.ca.gov
Phone: (916) 375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to view an eProcurement Training Modules including SB/DVBE search

To begin your search, click on "SB/DVBE Search". Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the element(s) of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database or the CSCR, contact OSDS at (916) 375-4940 or send an email to OSDCHelp@dgs.ca.gov

U.S. Small Business Administration (SBA):

Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:

Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification)

To begin your search, click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

The Disabled Veteran Business Enterprise The California Alliance
www.cadvbe.org

FOR:

- List of potential DVBE subcontractors

To begin your search, click on "Click Here to Search for a DVBE". Search by "Keywords".

Local Organizations

Website: www.pd.dgs.ca.gov/smbus/default.htm

FOR:

- List of potential DVBE subcontractors
- DVBE Local Contacts
- DVBE Trade Paper Listing
- DVBE Focus Paper Listing

To begin your search, click on the appropriate tab listed above or contact DGS-PD Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 or send an email to OSDSHelp@dgs.ca.gov receive a listing for a fee.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in Military and Veterans Code 999.2, subsections (c) and (g). Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

PRINT

CLEAR

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ____ (If "None", go to Item #2)
- b. Will subcontractors be used for this contract? Yes ___ No ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ___ No ___
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ___ No ___ N/A ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

Non-Small Business Subcontractor Preference Instructions

<p>Preference information</p>	<p>Non-small business bidders will be granted up to a five percent (5%) non-small business subcontractor preference on a bid evaluation when a responsive non-small business has submitted the lowest priced responsive bid and when a non-small business bidder:</p> <ol style="list-style-type: none"> 1. Has included in its bid a notification that it commits to subcontract at least twenty-five percent (25%) of its total bid price with one or more small businesses; and 2. Has submitted a timely, responsive bid; and 3. Is determined to be a responsible bidder; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting agreement.
<p>Commercially useful function</p>	<p>As defined in MVC §999, a person or an entity is deemed to perform a commercially useful function if a person or entity does all of the following:</p> <ol style="list-style-type: none"> 1. Is responsible for the execution of a distinct element of the work of the contract. 2. Carries out the obligation by actually performing, managing, or supervising the work involved. 3. Performs work that is normal for its business services and functions. 4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. <p>A subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of participation.</p>
<p>How to calculate 25% subcontract participation</p>	<p>Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire agreement term, then multiply this figure by 25% to determine how much of the bid price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.</p>
<p>Use of proposed subcontractors/ substitution</p>	<p>If awarded the agreement, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. No substitutions or alterations are allowed after a bid is submitted. Substitutions are only allowed after agreement execution if the Contractor submits a Request for Substitution to the CHP SB/DVBE Advocate and that request is subsequently granted by CHP.</p>
<p>Preference request instructions</p>	<p>If preference is claimed, indicate this on the Bid Form and complete Bidder Declaration, Attachment 8b identifying each small business or microbusiness subcontractor that will be used. For each subcontractor identified on the Bidder Declaration, obtain a completed and signed Small Business Subcontractor/Supplier Acknowledgment (Attachment 9a). Affix each Small Business Subcontractor/Supplier Acknowledgment to the Bidder Declaration for submission with the bid response. If a signed Small Business Subcontractor/Supplier Acknowledgment cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of a signed Small Business Subcontractor/Supplier Acknowledgment for each subcontractor listed on the Bidder Declaration is a prerequisite for agreement award confirmation.</p> <p>Identify only currently certified small business or microbusiness subcontractors, as active certification is required and certification possession will be verified. All proposed subcontracted services must appear in the Scope of Work.</p>

Small Business Subcontractor/Supplier Acknowledgement

Name of Bidding Firm/Prime Contractor	CHP IFB Number:
Total Dollar Value of Subcontractor Use	

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or micro business or DVBE subcontractor or supplier for a CHP procurement.

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting agreement if the bidding firm named above receives the agreement award:

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply:

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the agreement pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference or the DVBE incentive, the bidding firm/contractor is obligated to use each small and/or micro business or DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after agreement execution pursuant to Public Contract Code section 4107 and Title 2 California Code of Regulations section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Name of Proposed Subcontractor/Supplier		Date Signed
Signature of Subcontractor/Supplier Representative	Telephone number ()	Email address (if applicable)
Printed/Typed Name	Title	

MSA
Sample Agreement Forms/Exhibits

	AGREEMENT NUMBER
	REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of California Highway Patrol

CONTRACTOR'S NAME

To Be Determined

2. The term of this Agreement is: 00/00/0000 or upon approval through 00/00/0000
(whichever is later)

3. The maximum amount of this Agreement is: \$ To Be Determined

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.

Exhibit A – Scope of Work	17 pages
Attachment 1 – Service Regions	1 page
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	4 pages
Exhibit E – Insurance Requirements	2 pages

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 www.ols.dgs.ca.gov/Standard+Language.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

To Be Determined

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

P.O. Box 942898, Sacramento, CA 94298-0001

*California Department of General
 Services Use Only*

Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide unarmed security guard services in accordance with this Master Service Agreement (MSA), to state agencies (hereinafter referred to as "Client Agency" or "Client Agencies") through subsidiary agreements established by Client Agencies.
 - A. The CHP makes no guarantee as to the actual hours, if any, to be contracted for by various Client Agencies. CHP and Client Agencies reserve the right to reduce or increase unarmed security guard service hours as required, at the rate(s) specified in this MSA. Such changes must be made by written agreement amendment prior to implementation. Services are to be provided to any Client Agency requesting them without limitation.
 - B. Approximately 900 Security Guard positions exist statewide. The approximate breakdown by region can be found in Attachment 1. These estimates are based on historical usage and State makes no guarantee as to the number of positions utilized under this MSA.
 - C. Client Agencies may require unarmed security guard services of any duration, up to the end of the term of this MSA. Contractor shall supply the number of Security Guards and the level of security services required by the Client Agency.

2. The services shall be performed at:

locations throughout the State of California to be determined by Client Agencies.

3. The services shall be provided during:

the hours required by Client Agencies and established in subsidiary agreements.

4. The project representatives during the term of this MSA will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		To Be Determined	
NAME		NAME	
Sherri Colston, State Security Division			
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3240	(916) 843-3236		

Direct all inquiries to :

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		To Be Determined	
SECTION/UNIT		SECTION/UNIT	
State Security Division			
ATTENTION		ATTENTION	
MSA Statewide Coordinator			
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001			
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-3240	(916) 843-3236		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK *(Continued)*

5. Detailed description of work to be performed:

A. General Duties and Responsibilities

- 1) Security Guards are utilized as a visual deterrent to crime and the criminal element. Security Guards shall maintain high visibility, answer routine questions for directions and handle minor problems.
- 2) Security Guards are expected to observe and immediately report situations to the appropriate personnel, and/or emergency services via telephone, radio or any means possible.
- 3) Security Guards shall immediately contact local law enforcement or emergency personnel by calling 911 (or 9-911 if calling from a state phone) in the following cases:
 - a) Assault, burglary, robbery, vandalism, or any suspicious activities.
 - b) A seriously injured or ill person, i.e., heart attack, stroke, or seizure.
 - c) Fire or smoke.
 - d) Any other conditions as identified by the Client Agencies.
- 4) Contractor and assigned personnel will cooperate with the CHP, local police, and Client Agency personnel in the event of any major conflict or disturbance. The Security Guard shall promptly contact the appropriate local law enforcement agency for assistance.
- 5) Any incident which results in the Contractor's personnel contacting emergency services, including but not limited to, police, fire or medical, the Contractor shall, no later than the next business day, contact the CHP Project Representative at the telephone number listed in item 4 of this Exhibit. Within three (3) business days after the incident, Contractor shall provide the CHP Project Representative with a written summary of the incident.
- 6) Contractor shall furnish the Client Agency with security, law violation, accident, injury and appropriate incident reports when such incidents occur. Failure to submit such a report to the Client Agency within 24 hours of the incident will result in a \$250 payment, as liquidated damages, to the Client Agency from the Contractor, and may include other actions the Client Agency deems necessary.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

- 7) Security Guards shall be required to prepare incident reports pursuant to the terms of the subsidiary agreement. Incident reports shall include, but are not limited to, the following items:
 - a) Identify any exterior doors not properly secured. If the situation is of a suspicious nature, the appropriate local law enforcement agency shall be notified immediately.
 - b) Identify any exterior doors with defective hardware which might affect building security.
 - c) Report any incidents affecting the safety or security of the building or occupants.
 - d) Report any defective exterior lights.
 - e) Note any areas where staff is working after-hours.
 - f) Report unusual circumstances, suspicious persons and any other problems encountered to the appropriate law enforcement agency.
 - g) Report electrical outages, broken pipes, smashed windows, etc. Notify those persons designated by the Client Agency and request the Department of General Services, Office of Buildings and Grounds or the landlord, be notified in order to make repairs immediately.
 - h) Report any accidents or injuries.
 - i) Any other reporting requirements as identified in the Client Agencies' subsidiary agreements.
- 8) Contractor shall ensure that while on duty at the Client Agency facility, Security Guards shall **not**:
 - a) Carry on their person any firearms, batons, handcuffs, knives, saps, brass knuckles, stun-gun, Taser, oleoresin capsicum (pepper) spray, or any tear gas agent. "On their person" shall include, but not be limited to, the employee's vehicle or locker on the Client Agency site.
 - b) Listen to radios, police scanners, or any other audio medium that is not directly job-related.
 - c) Watch television and/or play video games.
 - d) Read any materials which are not job-related.
 - e) Sleep while on duty.
 - f) Display a discourteous, abrupt, abrasive, or belligerent attitude.
 - g) Use state telephones or any other state-owned electronic equipment for anything other than state business.
 - h) Use or tamper with Client Agency equipment, such as computers, calculators, fax machines, etc., not necessary for the performance of the unarmed security guard services or disturb workstations located in the Client Agency facility in any manner.

EXHIBIT A (Standard Agreement)

SCOPE OF WORK *(Continued)*

- i) Use any employee workstation other than those designated for the Security Guard's use.
- j) Leave their area of responsibility.
- k) Entertain personal visitors.
- l) Be under the influence of illegal drugs or alcohol.
- m) Be under the influence of any prescribed or over-the-counter medications which inhibit job performance in accordance with the specifications set forth herein.
- n) Fraternalize with state employees or members of the public.
- o) Present or identify themselves as employees of the State of California.
- p) Express or interpret policies, statements, and/or opinions of Client Agencies to the media, or to the public.

B. License & Registration

- 1) Contractor shall possess the licenses and permanent guard registration cards required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services. Contractor shall furnish a copy of its current and valid Private Patrol Operator's License to all Client Agencies. If Contractor's license expires or is suspended or revoked, CHP shall be notified immediately and the MSA will be subject to immediate termination by the CHP.
- 2) Contractor shall ensure that written documentation on the minimum qualifications of all Security Guards assigned under the provisions of this MSA meet the criteria listed below. All documentation must be kept on file at the Contractor's place of business. Failure to do so may result in the termination of the MSA and all subsidiary agreements.
- 3) Contractor's unarmed security guard personnel must meet the following qualifications prior to their **initial** assignment:
 - a) Contractor employees providing services under this MSA must be registered with the California Department of Consumer Affairs, Bureau of Security and Investigative Services, as a Security Guard. The **permanent** guard registration card issued by the California Department of Consumer Affairs must be carried by the Security Guard at all times. Contractor is responsible for ensuring that all required registrations, licenses, and/or permits of its employees are continually up-to-date. **Temporary guard cards are not acceptable.**
 - b) All Security Guards must have a valid California Driver License or a California Identification Card issued by the Department of Motor Vehicles and shall carry it in their possession while on duty. If driving is a requirement for the assignment, a valid California Driver License is mandatory.

EXHIBIT A (Standard Agreement)

SCOPE OF WORK *(Continued)*

- c) Security Guards must possess a high school diploma or G.E.D. equivalent, and shall have the ability to speak, read, and write the English language; understand and carry out oral and written directions; write accurate and clear reports; and monitor environmental and electronic security systems.
- 4) All required cards listed above must be presented to Client Agencies or CHP upon demand. If the Security Guard is unable to present his/her guard registration card upon demand, he/she will be relieved from duty and the Contractor shall provide a Security Guard who has appropriate cards in his/her possession. The MSA is subject to immediate termination if the Contractor is unable to provide Security Guards with all required cards.
- 5) Contractor shall also maintain all other business and professional licenses that may be required by federal, state, and local codes. Contractor shall provide on demand as requested if necessary.
- 6) Contractor shall meet the specific requirements of each Client Agency with which it enters into a subsidiary agreement to the extent such requirements do not conflict with the substantive terms and conditions of the MSA.

C. Mental & Physical Requirements

- 1) All Security Guards assigned to work under this MSA shall have a physical examination within six (6) months prior to their assignment. Security Guards must be in good physical condition, which enables them to perform the full range of security work. Security Guards must be fully capable of performing work requiring moderate to arduous physical exertion under either normal or emergency conditions.
- 2) Security Guards shall possess a good distance vision in each eye, corrected to 20/30 on the Snellen chart. Security Guards shall have normal fields of vision, good depth perception, close vision correctable to Jaeger #4 type test of both eyes, and the ability to distinguish basic colors.
- 3) Any hearing loss for Security Guards is not to exceed 30 decibels in both ears or 35 decibels in the poorer ear.
- 4) Security Guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.
- 5) All Security Guards assigned to a Client Agency under this MSA shall successfully pass a pre-employment drug screen examination within six (6) months prior to their assignment. The screen must have the ability to detect the use of: marijuana, cocaine, heroine, amphetamines, opiates, and benzodiazepines. **Client Agencies have the right to inspect the drug examination results.**

EXHIBIT A (Standard Agreement)

SCOPE OF WORK *(Continued)*

D. Training Requirements

- 1) In addition to required Department of Consumer Affairs training, and prior to their initial assignment, Security Guards shall complete the following training:
 - a) First Aid and CPR: maintain current certification; a copy of the First Aid/CPR certification/completion document shall be furnished to the Client Agency designee. The certification cards must be carried while on duty.
 - b) Security and emergency procedures, crowd control, irate/hostile individual and public relations.
- 2) Client Agencies may require that assigned Security Guards be trained on all matters it deems necessary or appropriate including, but not limited to; state policy regarding drug awareness, sexual harassment, workplace violence, discrimination, and prohibition of the use of Client Agency equipment.
- 3) If required by the Client Agency, Security Guards shall sign a document indicating their understanding of and conformance with, state or Client Agency policy.
- 4) If additional training is required by the Client Agency, time spent by the Security Guard in the required training will be compensated at the agreement rate.
- 5) Client Agencies may also require **successful** completion of training for Security Guards assigned to monitor and operate electronic computer and/or alarm and communication systems.
- 6) Client Agencies as well as the CHP Project Representative, have the right to inspect any training documentation that is retained at the Contractor's place of business.

E. Appearance

- 1) Security Guards shall maintain a clean, neat appearance and a courteous attitude.
- 2) All Contractor employees shall wear, at all times while on duty, the Contractor's complete uniform. This uniform, if required by applicable local ordinance(s), shall have been approved by the appropriate local law enforcement agency and approved by the CHP. All uniform markings, patches and colors shall be distinctive from uniforms worn by local law enforcement personnel.
- 3) All such uniforms and equipment shall be provided to Contractor employees without direct expense to the State of California, nor expense to the individual employee.
- 4) Contractor shall provide each employee, a minimum of three (3) complete sets of uniforms, which consists of: three (3) shirts, with appropriate patches and/or markings; three (3) trousers, with appropriate trim; and/or three (3) pairs of shorts, with appropriate trim (if assigned to bike patrol when the weather permits); one (1) company jacket with appropriate patches; one (1) badge; and one (1) name tag. Each Security Guard shall receive replacement uniforms as necessary to maintain a neat appearance.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK (Continued)

- 5) Security Guards shall wear badges, company designation patches and name tags at all times.
- 6) Security Guards may wear company hats only when outdoors.
- 7) Security Guards shall keep their uniforms in good condition, free from tears, cleaned and pressed, and shall wear a complete uniform while on duty. The uniform shall be tailored to properly fit the Security Guard.
- 8) Jackets, wind breakers, or sweaters are allowed provided the outermost garment contains the Contractor's identification, and the colors are consistent with the uniform.
- 9) Skirts are not permitted.
- 10) Footwear worn by Contractor employees while performing services shall be closed-toe shoes or boots of black smooth leather or Corfam-type material. If boots are worn, they shall be worn inside the trouser legs such that the trouser legs fall straight (trousers shall not be "bloused" in the boots). Socks shall be worn and shall be black, dark brown or navy blue in color. High-heel, open-toe shoes, or sandals are not permitted.
- 11) Leather gear, shoes and metal equipment shall be clean and polished. Security Guards shall keep all equipment clean and in good condition.
- 12) The Contractor employee's personal appearance shall conform to the following standards:
 - a) Male: Beards, chin, and lip whiskers (except a mustache) are not permitted. If a mustache is worn, it shall not extend more than ½ inch beyond the corners of the mouth nor below the vermilion border of the upper lip, or more than ¼ inch below the corner of the mouth. Waxed ends or points are prohibited.

Sideburns shall be neatly trimmed and shall not extend below the bottom of the ear and shall end with a clean-shaven horizontal line. The maximum width at the bottom of the sideburns shall not exceed 1 ½ inches. The hair shall be trimmed on the sides and back as to present an even appearance. The back of the hairline shall not extend beyond the top of the uniform collar.
 - b) Female: Hair shall be neat and styled or trimmed in such a manner it does not extend beyond the top edge of the uniform collar or detract from a professional image. Makeup and nail polish shall be natural in appearance and shall be in good taste.
- 13) Wrist watches, medical or identification bracelets, rings and earrings (only post-type) are the only items 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.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK (Continued)

F. Contractor Employee Classifications

1) Project Representative

- a) Contractor shall assign one (1) employee the designation of Project Representative. The Contractor Project Representative shall not be a Security Guard. The Contractor Project Representative shall be included in the cost for the Security Guard services at no additional cost to the Client Agency. Contractor shall provide CHP with the telephone number at which the Contractor Project Representative can be reached.
- b) The Contractor Project Representative will meet with the CHP Project Representative and/or Client Agency designee, as often as requested. The Contractor Project Representative must be available to meet upon 24-hours notice.
- c) At Client Agency facilities which employ a Site Guard Supervisor and/or Site Guard Manager, and require 24-hour, seven days per week coverage, the Contractor Project Representative, or designee shall conduct unannounced visits of all stations.

2) Security Guard 1 & Security Guard 2

This MSA will provide two (2) categories of Security Guards: Security Guard 1 (SG1) and Security Guard 2 (SG2).

- a) Typical SG1 duties include, but are not limited to: monitoring the entry and exit of personnel at Client Agency facilities; inspecting facilities to ensure doors, windows, and roofs are secure; protecting state property and deterring theft by physical presence while making security checks throughout Client Agency facilities; reporting of unusual conditions to the proper personnel, including law enforcement; maintaining security logs; writing reports; and notifying the appropriate Client Agency personnel and CHP.
- b) The typical duties of the SG2 are similar to the SG1 but require more technical expertise. Duties include, but are not limited to: the operation of complex computer equipment for fire, intrusion, and other types of alarm systems. Client Agencies may assign other complex duties related to security services as deemed necessary. The SG2 may receive a minimum of 40 hours of Client Agency sponsored formal training, if necessary.

3) Supervision

Contractor shall adequately supervise all Security Guards assigned under the provisions of this MSA during each Security Guard's entire shift. "Adequately supervise" includes, but is not limited to: ensuring staffing levels are met, ensuring Security Guards arrive on time and are prepared to begin work, observing the Security Guard's work habits, appearance, overall performance, and verifying applicable patrol. Day-to-day Security Guard supervision will be accomplished by one of three classifications of supervision: 1) Contract Guard Supervisor (CGS), 2) Site Guard Supervisor (SGS), and/or 3) Site Guard Manager (SGM).

EXHIBIT A (Standard Agreement)

SCOPE OF WORK *(Continued)*

4) Contract Guard Supervisor

The CGS will be the first-line class of supervision for SG1 and SG2. The CGS shall be included in the cost for the Security Guard services at no additional cost to the Client Agency. The duties will include, but may not be limited to, all of the requirements as outlined in this section.

- a) Contractor shall have and maintain a minimum ratio of one CGS to approximately twenty (20) Security Guards while performing duties related to this MSA for Client Agencies that do not contract for a SGS and/or SGM.
- b) The Contractor's CGS shall conduct one (1) unannounced visit each day at each location where Security Guards are scheduled on-site. The Contractor shall maintain a sign-in log at the Client Agency's location. The CGS shall sign-in to verify his/her visit, unless the Client Agency specifies a different reporting requirement under its subsidiary agreement. The sign-in log shall be updated each shift and remain at the Client Agency work site.

5) Site Guard Supervisor

- a) The SGS will perform various supervisory responsibilities including, liaison to the Client Agency, prepare shift schedules, train replacement Security Guards, ensure post orders are updated and complete, inspect and ensure Security Guards are in compliance with all agreement requirements, ensure and review Security Guard reports, and discipline Security Guards, when necessary.
- b) The SGS may report directly to the SGM or the Client Agency representative. When not performing administrative responsibilities, the SGS will assume routine patrol duties. The Client Agencies will have the ability to modify the SGS's duties to fit their agency's needs. The number of Security Guards the SGS will supervise will not exceed twenty (20), unless approved in writing by the Client Agency, but not less than two (2) based on the needs of the Client Agency and the complexity of the assignment.

6) Site Guard Manager

The SGM shall be the highest level of Contractor supervision allowed at a Client Agency site. The SGM will supervise no more than ten (10) SGSs, unless approved in writing by the Client Agency, and not less than one (1). The SGM may perform all of the functions of the SGS and is charged with overall responsibility for the security of the Client Agency site having multiple security systems and/or complex security issues.

EXHIBIT A (Standard Agreement)

SCOPE OF WORK (Continued)

G. Rates of Pay & Benefits

1) Hourly Rate

- a) The hourly rate is a flat rate, which includes all costs, wages, benefits*, allowances, differentials, travel and per diem and the CGS necessary to supervise the SG1 and SG2, **but not** overtime hours, hours worked on a holiday, the cost of SG2, or continuous on-site supervision as described in this MSA as a SGS or SGM would provide.

**Per Government Code 19134, "benefits" shall include health, dental, retirement, and vision benefits; and holiday, sick, and vacation pay. For purposes of this MSA, the blended benefit rate will apply.*

- b) The pay rates for all classifications under this MSA are tied directly to the SG1 required minimum wage pay rate. The pay rates for SG2, SGS and SGM are calculated as follows:
- i) Security Guard 2 (SG2) pay rate is determined by multiplying the minimum wage rate for SG1 by a factor of 1.05. For example, if the SG1 minimum wage rate for the agreement is \$10.00 then the SG2 pay rate is calculated by $\$10.00 \times 1.05 = \10.50 .
 - ii) Site Guard Supervisor (SGS) pay rate is determined by multiplying the minimum wage rate for SG1 by a factor of 1.15. Continuing with this example, the SGS pay rate is calculated by $\$10.00 \times 1.15 = \11.50 .
 - iii) Site Guard Manager (SGM) pay rate is determined by multiplying the minimum wage rate for SG1 by a factor of 1.25. Continuing with this example, the SGM pay rate is calculated by $\$10.00 \times 1.25 = \12.50 .
- c) The hourly rate is the rate the Contractor will be paid by the Client Agency for the term of the MSA, unless the pay rate for the civil service classification for Security Guard is modified.
- d) Upon award the CHP will require awarded contractors to provide a break down of the contractors' administrative costs including, but not limited to, the percentage rate paid by the contractors for Worker's Compensation, Disability Insurance and Unemployment Insurance.

2) Minimum Wage

- a) Contractor shall pay all Security Guards assigned under the provisions of this MSA a minimum wage and benefit rate in accordance with applicable law; Government Code section 19134 and California Code of Regulations, Title 2, sections 547.69(b)(4) and 547.72.
- b) It shall be incumbent upon the contractor that the minimum wage rate be at or above the industry's level as measured by the Bureau of Labor Statistics industry hourly median rate at the time of bid submission. The minimum wage requirement for the above classifications will be calculated in the same manner as the hourly rate. **For example**, the pay rate for the civil service classification of Security Guard is \$13.17 per hour, which is calculated at the required 5% second step salary range increase per California Code of Regulations 547.72.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK (Continued)

3) **Overtime**

- a) Overtime and hours worked must be expressly authorized by the Client Agency, and shall be paid in accordance with the current agreement for Service Employees International Union (SEIU), Local 1000, Bargaining Unit 15. **In no event will the Contractor charge overtime to the Client Agency if the Contractor fails to meet staffing obligations as outlined in the subsidiary agreement executed between the Contractor and the Client Agency.**
- b) Contractor shall observe all federal and state laws and regulations pertaining to employee wages, benefits, hours, and working conditions. Contractor shall pay its employees the proper authorized overtime.

4) **Working on State Holidays**

Unless expressly required and authorized by the Client Agency in its subsidiary agreement to this MSA, no work will be performed on state holidays identified on the Department of Personnel Administration (DPA) web-site: <http://www.dpa.ca.gov/personnel-policies/holidays.htm>.

State holidays are subject to collective bargaining and may change during the term of this MSA. Holiday rates are defined by Service Employees International Union (SEIU), Local 1000, Bargaining Unit 15.

5) **Payment of Employees**

All Security Guards and supervisory personnel assigned by the Contractor under this MSA are considered employees of the Contractor. Contractor shall be responsible for paying all salaries, wages, benefits, expenses, social security taxes, federal and state taxes and any and all other expenses or taxes based on labor laws associated with employment by the Contractor.

H. **Temporary Replacement of Security Guards**

- 1) Substandard performance of any kind will not be allowed. CHP and Client Agencies reserve the right to refuse or reject any assigned Security Guard or related employee assigned under this MSA, who, in CHP or the Client Agency's belief, fails to meet the minimum requirements set forth in this MSA. CHP and/or Client Agencies, whichever has deemed the employee unfit shall notify Contractor, in writing, as to the reason why the employee is not fit for the assignment.
- 2) Contractor shall replace such Security Guard with a Security Guard who meets all requirements as set forth in this MSA and the subsidiary agreement. If a Security Guard is rejected by any Client Agency, the Contractor will not use that particular Security Guard at any Client Agencies. **Contractor shall provide immediate notification to all Client Agencies with subsidiary agreements of any and all Security Guards rejected for service under this MSA.**

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK *(Continued)*

- 3) Contractor shall maintain a pool of Security Guards who have been trained and are approved by the Client Agencies to serve as replacement Security Guards. Contractor will be responsible to ensure the replacement Security Guards are appropriately trained in the particular Client Agency location. Under these circumstances, the Contractor is responsible for any additional payment to the Security Guard required to work overtime.
- 4) If a Security Guard is deemed unfit while on duty, the Contractor shall make every effort to replace that Security Guard as soon as possible, but no later than two (2) hours following the notification. If a replacement cannot be on site within two (2) hours, the Client Agency may call another security guard company to complete the shift.
- 5) At the discretion of the Client Agency, the temporary security guard company may provide service until the Client Agency determines the Contractor's ability to provide unarmed security guard services without disruption to their agency or site.
- 6) The costs incurred to temporarily replace the Security Guard(s) shall be reimbursed by Contractor for any costs above the agreement rate. The Client Agency will submit a copy of the invoice to the Contractor showing the actual costs for services.
- 7) Contractor shall notify the Client Agency designee as soon as the Contractor becomes aware of a Security Guard's absence or delay. In no event shall more than two (2) hours elapse before the Contractor provides an alternate qualified Security Guard.
- 8) If a Client Agency requests replacement of all Security Guards, the Contractor shall replace them within two (2) state business days of receiving such request.

NOTE TO CLIENT AGENCIES: The above described temporary unarmed security guard services shall be procured in accordance with state law.

I. Additional Security Guards

- 1) If additional Security Guards are required at the location, the Client Agency shall be responsible for notifying the Contractor as soon as possible. Contractor shall make every reasonable effort to provide the additional qualified Security Guard(s) within two (2) working days of receiving such notice. The subsidiary agreement shall be amended to reflect the change in service as soon as possible.
- 2) In the event the Contractor fails to provide contractually agreed upon unarmed security guard services, the Client Agency has the right to hire the services of a law enforcement agency or another security guard company in accordance with state law. The costs incurred shall be reimbursed by Contractor for any costs above the agreement rate. The Client Agency will submit a copy of the invoice to the Contractor showing the actual costs for services.

EXHIBIT A (Standard Agreement)

SCOPE OF WORK *(Continued)*

J. Short-Term Cancellation Policy

The State is not responsible for closures due to unforeseen emergencies, including but not limited to, fire, acts of nature, or governmental action (e.g., furloughs). Whenever possible, Client Agencies shall provide 24-hour notice to Security Guard(s) if it is known the office will be closed. No payment will be made if a Security Guard reports to work when services are not needed.

K. Dispatch Center & Communication Equipment

- 1) Contractor shall maintain a 24-hour dispatch center. A dispatcher shall be on duty and at the dispatch console at all times.
- 2) The dispatcher shall have the capability of transmitting to and receiving communication from all on-duty Security Guards. Contractor shall equip each Security Guard with a two-way radio and "holster" or cellular telephone where radio communications are not feasible. The radio and/or cellular telephone shall provide direct contact between the Security Guard(s), their supervisors, and the Contractor's dispatch center at no additional cost to the Client Agency.
- 3) Contractor shall maintain a computer aided dispatch system which requires Security Guards to notify dispatch when they are on and off duty. This is a means of alerting the dispatcher when Security Guards have not gone on and/or off duty, in order to contact the Security Guard by telephone and/or radio, and possibly send the necessary level of response (i.e. additional Security Guard personnel, supervisor, manager, or emergency services) to determine the status of the Security Guard.
- 4) The dispatch console shall be equipped with a telephone and a list of emergency contact telephone numbers, including the local law enforcement agency, fire, paramedics, and ambulance.
- 5) Each radio and/or cellular telephone shall be operational and have sufficient back-up batteries. Upon notification that any radio or base radio becomes non-functional, the Contractor will immediately arrange for repairs and provide suitable replacement equipment as soon as possible, but no later than 24 hours after such notification.
- 6) All communication equipment must comply with Federal Communications Commission (FCC) rules and regulations. Contractor shall maintain an emergency plan for providing two-way communications in the event of an emergency where the primary communication method is disabled.
- 7) Contractor shall provide a 24-hour "hot line" phone number to the Client Agency so that poor work performance, unsatisfactory work habits, or other problems may be reported to the Contractor immediately by Client Agency personnel.
- 8) For the purpose of receiving direct communication from Client Agency personnel Security Guards may be required to carry paging equipment, two-way radios, and/or a cellular telephone. All such items solely for this purpose will be supplied by the Client Agency or the Contractor shall be reimbursed based on rental rates which are consistent with those generally applicable in the same area.

EXHIBIT A (Standard Agreement)

SCOPE OF WORK *(Continued)*

- 9) It will be the responsibility of each Security Guard to transfer possession of any state-owned communication equipment to the next Security Guard on duty. Failure to transfer equipment to the next Security Guard as required by the specific terms of the subsidiary agreements may result in the replacement of the Security Guard and may be deemed a material breach of the agreement.

L. Reporting Requirements

- 1) On a quarterly basis, unless requested otherwise, the Contractor Project Representative shall mail or e-mail updated information to the CHP Project Representative stating: the locations serviced, including addresses; number of Security Guards; hours/shifts worked; billed hours paid; and emergency contact telephone number and name (and alternate).
- 2) Contractor shall report to the CHP Project Representative, any changes, additions, or deletions of service for all locations serviced statewide.

M. Additional Terms

- 1) If Contractor is a subsidiary, Contractor must obtain approval from the parent company to enter into and sign this MSA. The parent company will be responsible for all obligations under the MSA in the event the Contractor fails to perform under the terms and conditions of the MSA.
- 2) CHP and Client Agencies reserve the right to review the personal background and to conduct security clearances on all Contractor personnel. Client Agencies shall have the right to request previous employment history with a list of references for any Security Guards assigned. Failure to provide this information, if requested, may result in termination of the subsidiary agreement.
- 3) Upon expiration of this MSA, Contractor shall meet with any new unarmed security guard service provider(s) and make all reasonable efforts to assure an effective transfer of services.

6. Instructions for Client Agencies

- A. Each Client Agency shall provide a designee who will be the main contact with the CHP Project Representative and the Contractor Project Representative.
- B. Each Client Agency with a fully executed and signed subsidiary agreement **shall send a copy of the subsidiary agreement and any amendments to the agreement to the CHP Project Representative within seven (7) working days of the execution of the subsidiary agreement.**
 - 1) Electronic copies may be sent to masterserviceagreement@chp.ca.gov
 - 2) Hard copies may be sent to:

Department of California Highway Patrol
State Security Division
P. O. Box 942898
Sacramento, CA 94298-0001

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK *(Continued)*

- C. Client Agencies shall report amounts paid for unarmed security guard services to the CHP Project Representative, on a quarterly basis. These reports should be sent to the address above.
- D. Each Client Agency shall be responsible for the acts and omissions of its own personnel.
- E. Client Agencies cannot delete, waive, modify, or change the terms and conditions of the MSA.
- F. Pursuant to this MSA, Client Agencies may contract with the Contractor for services at the hourly rate set forth herein. Client Agencies will use the Standard Agreement (Std. 213), when contracting with the Contractor and shall ensure Contractor is in compliance with all small business and disabled veteran business enterprise requirements.
- G. CHP intends to award Secondary and Tertiary agreements in each region for backup purposes.
 - 1) When services are needed, the Client Agency shall always contact the Primary Contractor first. The Primary Contractor is defined as the lowest responsible bidder in the applicable region.
 - 2) IF and ONLY IF, the Primary Contractor is unable to provide services, the Client Agency may then contact the Secondary Contractor, defined as the second lowest responsible bidder in the applicable region.
 - 3) IF and ONLY IF, the Primary and Secondary Contractors are unable to provide services, the Client Agency may contact the Tertiary Contractor, defined as the third lowest responsible bidder in the applicable region.
 - 4) Failure of a Contractor to provide services on three (3) or more occasions with any one (1) Client Agency may be grounds for terminating this agreement for cause, as provided for in this Agreement.
 - 5) If a subsidiary agreement with the Primary Contractor is terminated for cause or by mutual agreement of the parties, the Client Agency may contract with the Secondary Contractor for the duration of the term of this MSA. Likewise, if subsidiary agreements with both the Primary Contractor *and* the Secondary Contractor have been terminated for cause or by mutual agreement of the parties, the Client Agency may contract with the Tertiary Contractor for the duration of the term of this MSA.
- H. Each Client Agency will set forth its requirements in its subsidiary agreement with the Contractor.
- I. Individual subsidiary agreements may be terminated by a Client Agency upon thirty (30) days prior written notice to the Contractor. A copy of said termination notification shall be provided to the CHP Project Representative within seven (7) working days.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK *(Continued)*

- J. The following information should be contained in each subsidiary agreement entered into between the Contractor and Client Agency:
- 1) The Client Agency's name, contact person, and telephone number.
 - 2) The service location(s).
 - 3) The shift times.
 - 4) The number of Security Guards per shift, required classes of Security Guards and/or supervision, and applicable hourly rates for each level of Security Guard and/or level of supervision.
 - 5) Name of Subcontractor.
 - 6) Reference to MSA number and inclusion of MSA as part of the agreement.
 - 7) Term of agreement.
 - 8) Total dollar amount.
 - 9) Client agency's additional terms and conditions.
- K. It is recognized that the particular needs of each Client Agency are unique and will vary between agreements. Each Client Agency entering into a subsidiary agreement shall be responsible for the general direction of the Security Guards in the areas of:
- 1) Security plans and procedures.
 - 2) Premises access control.
 - 3) Administration.
 - 4) Supervision by Client Agency personnel.
 - 5) Quality and property control.
 - 6) Work instructions and post orders.
 - 7) Work scheduling.
 - 8) Patrol procedures.
 - 9) Shift relief.
 - 10) Emergency procedures.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK *(Continued)*

- 11) Safety and health.
- 12) Lost and found.
- 13) Key and card-key control.
- 14) Specific reporting requirements and records.
- 15) Telephone use.
- 16) Any additional requirements requested by Client Agencies. All specific requirements will be detailed in the subsidiary agreement.

IMPORTANT NOTE: Receipt and delivery of medical and/or hazardous materials does not fall within the range of duties performed by Security Guards under this MSA.

- L. Each Client Agency shall provide any post orders, changes and/or additions to a Security Guard's post orders. These post orders will be developed and communicated in writing through an amendment to the subsidiary agreement from the Client Agency to the Contractor. All changes or additions to the Security Guard instructions will originate with the Client Agency.
- M. Client Agencies shall provide CHP Project Representative with written notification of each newly enrolled location.
- N. Client Agencies shall advise the Contractor on all safety and health-related requirements and procedures in writing prior to entering into the subsidiary agreement, and periodically as necessary, to assure that the Contractor is aware of all hazardous conditions. Such advisement shall include training and equipment required to implement the Client Agency's safety and health program(s).
- O. Client Agencies may require extra copies of sign-in sheets and/or reports. If the Client Agency specifies the need, the Client Agency shall provide the necessary supplies such as pens and copy paper.

**EXHIBIT A
ATTACHMENT 1**

SERVICE REGIONS

REGION 1	REGION 2	REGION 3	REGION 4
Estimated value: \$66,000,000*	Estimated value: \$4,000,000*	Estimated value: \$37,000,000*	Estimated value: \$22,000,000*
Approximate number of positions: 460	Approximate number of positions: 30	Approximate number of positions: 260	Approximate number of positions: 150
Alpine Amador Butte Colusa Del Norte El Dorado Glenn Humboldt Lake Lassen Mendocino Modoc Napa Nevada Placer Plumas Sacramento Shasta Sierra Siskiyou Solano Sutter Tehama Trinity Yolo Yuba	Calaveras Fresno Inyo Kern Kings Madera Mariposa Merced Mono Monterey San Benito San Joaquin San Luis Obispo Santa Cruz Stanislaus Tulare Tuolumne	Imperial Los Angeles Orange Riverside San Bernardino San Diego Santa Barbara Ventura	Alameda Contra Costa Marin San Francisco San Mateo Santa Clara Sonoma

*These estimated values are for the initial three (3) year term of the MSA.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the Client Agency agrees to compensate Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this MSA.
- B. Contractor shall bill each Client Agency monthly, in arrears, for services provided pursuant to any subsidiary agreements entered into under this MSA. Contractor shall submit to the Client Agency the number of copies required by that agency to the attention of the designee listed under each separate subsidiary agreement.
- C. Contractor's invoices to the Client Agency will provide, at a minimum, the following information for each service site:
 - 1) Date(s) of service.
 - 2) Service location(s).
 - 3) Shift time(s).
 - 4) Number of Contractor personnel (Security Guards and Supervision) required at service location.
 - 5) Amount billed for service period.
- D. Client agencies may require additional invoicing information and/or format under the terms and conditions of their subsidiary agreements.
- E. Contractor must comply with Government Code 19134 which requires Contractor to provide employee benefits valued at least 85% of the state employer cost of benefits provided to state employees for performing similar duties. Contractor must provide proof of employee benefits by monthly completion on the form to be supplied by the Client Agency.
- F. Contractor must submit a summary of the benefits or cash paid to employees with each invoice submitted to the State. The summary must clearly document the following information:
 - 1) The number of employees who received benefits and/or cash payments.
 - 2) The name of each employee who received benefits and/or cash payment.
 - 3) The number of hours each employee worked in the month.
 - 4) The amount paid to each employee for benefits and/or cash payments in the month.
 - 5) The total monthly cost of benefits and/or cash payments in the month.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS *(Continued)*

- G. Contractor shall maintain a system of record keeping which provides the ability to record and report financial data in accordance with generally accepted accounting principles. The system will ensure that all costs billed to each Client Agency are supported by adequate documentation and in compliance with applicable federal and state regulations.
- H. Contractor shall be required to provide Client Agency invoices to the CHP upon request.
- I. The CHP is not obligated under this MSA to pay Contractor for services rendered to Client Agencies under any subsidiary agreement.
- J. In the event of a dispute with a Contractor or Client Agency the parties shall deal in good faith and attempt to resolve the dispute informally. If the dispute persists, the disputing party shall complete the Invoice Dispute Notification (Std. 209) in pursuit of a remedy. A dispute may consist of, but not be limited to, non-payment of undisputed invoices, past due accounts, or non-executed agreements. If an agreement cannot be reached, either the Contractor or Client Agency may assert their rights and remedies under this MSA.

2. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this MSA does not appropriate sufficient funds for the program, this MSA shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this MSA and Contractor shall not be obligated to perform any provisions of this MSA.
- 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 MSA with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced 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.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS *(Continued)*

4. **Rate Schedule**

For services satisfactorily rendered and upon receipt of a proper invoice, Contractor will be reimbursed at the rates listed below: **[Rates from lowest responsible bidder(s) will be inserted below]**

A. Region 1:	\$	per hour for Security Guard 1
	\$	per hour for Security Guard 2
	\$	per hour for Site Guard Supervisor
	\$	per hour for Site Guard Manager
B. Region 2:	\$	per hour for Security Guard 1
	\$	per hour for Security Guard 2
	\$	per hour for Site Guard Supervisor
	\$	per hour for Site Guard Manager
C. Region 3:	\$	per hour for Security Guard 1
	\$	per hour for Security Guard 2
	\$	per hour for Site Guard Supervisor
	\$	per hour for Site Guard Manager
D. Region 4:	\$	per hour for Security Guard 1
	\$	per hour for Security Guard 2
	\$	per hour for Site Guard Supervisor
	\$	per hour for Site Guard Manager

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. **Amendment**

This MSA may be amended in writing with the mutual consent of the parties hereto. Verbal agreements are not binding unless and until confirmed in writing.

2. **Audit**

Contractor agrees that the state auditor, CHP or its designated representative, Client Agencies, and all authorized state control agencies shall have access to all internal and external reports and documents used by the Contractor in the operation and administration of this MSA; and shall have an absolute right of access to all of the Contractor's records, files, documents, accounts, and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of the MSA, upon 24 hour prior notice.

Contractor shall provide all relevant information requested without unnecessary delay and, upon reasonable notice permit access to its premises during normal business hours for the purposes of interviewing staff and inspecting and copying such books, records, accounts, and other material as warranted to conduct the audit. Contractor further agrees to maintain such records for a period of three (3) years after expiration of this MSA or until completion of the action and resolution of all issues which may arise as a result of any litigation, claim, negotiation or audit, or last payment from any subsidiary agreement, whichever is later.

3. **Cancellation**

- A. CHP reserves the right to cancel this MSA without cause, upon sixty-five (65) calendar days advance written notice to Contractor.
- B. CHP reserves the right to cancel or terminate this MSA immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this MSA.
- C. Failure to pay Security Guards or failure to pay the correct rates on the employer established pay date, at the discretion of the CHP, may be cause for immediate termination of the MSA and all subsidiary agreements.
- D. Failure to comply with the provisions of Government Code section 19134 will be deemed a material breach of this MSA, which may result in termination of the MSA and all subsidiary agreements.
- E. Agreement cancellation/termination shall be effective as of the date indicated in notification from CHP to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- F. In the event of early cancellation/termination, Contractor shall be entitled to compensation for services performed satisfactorily under this MSA and expenses incurred up to the date of cancellation in support of this MSA.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS *(Continued)*

4. Contractor Name Change

Contractor shall provide a written notice to the CHP Project Representative at least thirty (30) days prior to any changes to the Contractor's current legal name. Upon receipt of required documentation, an agreement amendment will be processed. Failure to provide notice could impact invoice payment.

5. Use of Small Business/DVBE Reporting Requirements

Pursuant to Government Code 14811, if Contractor made a commitment to achieve small business and/or disabled veteran business enterprise participation, then Contractor must within 60 days of receiving final payment under any and all agreements certify in a report (Final Report - Utilization of Small Business [SB] and Disabled Veteran Business Enterprise [DVBE] to the client agencies identifying (1) the total amount the prime contractor received under the contract; (2) the name and address of the small business(es) that participated in the performance of the contract; (3) the amount each small business(es) received from the prime contractor; (4) that all payments under the contract have been made to the small business(es); and (5) the actual percentage of small business(es) participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. **Client Agencies shall provide each Contractor with a Final Report – Utilization of Small Business and Disabled Veteran Business Enterprise Form.**

6. Dispute

- A. Any dispute of fact arising under the terms of this MSA which is not resolved within a reasonable period of time as defined by CHP Project Representative or Contractor, shall be brought by either party to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this MSA.
- B. In the event of a dispute, Contractor will continue without delay to carry out all of the responsibilities under those agreements that are not affected by the dispute.

7. Incorporation by Reference

The CHP solicitation as well as all required documents and quotations submitted by Contractor pursuant to and prior to execution of the agreement are incorporated by reference and made a part of this MSA.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS *(Continued)*

8. Inspection

The CHP, through any authorized representative(s), has the right at all reasonable times to inspect or otherwise evaluate the services performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representative(s) in the performance of the duties. All inspection and evaluations shall be performed in such a manner as will not unduly delay the services.

9. Liability and Damages

- A. Contractor shall assume full liability for any and all property lost or damaged while under its care, except when loss or damage arises from causes beyond the control of, or without the fault or negligence of the Contractor, its subcontractors, its agents and/or employees (e.g., fire, acts of nature, or governmental action.)
- B. Contractor shall be responsible for fully reimbursing the Client Agency for any and all damage caused by the Contractor, its subcontractors, its employees and/or agents; to the interior or exterior of the buildings or other improvements, or to any personal property including computer hardware and software, from and for which Contractor's employees provide security services. Contractor will reimburse Client Agency for actual damages at existing current market replacement value for like quality and/or model for such damage.

10. Liquidated Damages

In the event that the Contractor fails to deliver services in accordance with the Agreement requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Scope of Work, Exhibit A, (5)(A)(6), and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

11. Right to Bar

The State reserves the right to bar any Contractor employee from the work site(s).

12. Subcontracting

- A. Contractor, as well as any and all subcontractors, are required to be properly licensed for the scope of work performed under this MSA.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS *(Continued)*

- B. All persons engaged in work for the purpose of fulfilling this MSA will be considered as employees of the Contractor, including all subcontractors. Contractor shall give personal attention to fulfillment of this MSA and shall maintain control over the work provided.
- C. CHP shall not entertain requests to arbitrate disputes among subcontractors or between Contractor and subcontractors concerning responsibility of performing any part of the work. Contractor is responsible for all work performed under this MSA.
- D. CHP assumes no responsibility for the payment of subcontractors. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of work relating to this MSA.
- E. Contractor shall ensure that all subcontracts for services include provisions requiring compliance with applicable terms and conditions specified in this MSA and all exhibits incorporated by reference.

EXHIBIT E (Standard Agreement)

INSURANCE REQUIREMENTS

1. Commercial General Liability

- A. Contractor shall furnish to CHP and Client Agency a valid certificate of commercial general liability insurance, at no expense to CHP or to the State, and shall maintain or cause to be maintained and in effect, at all times during the term of the MSA, a policy of no less than \$2,000,000 per occurrence for bodily injury and property damage liability combined.
- B. This policy should include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must contain an annual aggregate of \$4,000,000. When a Contractor operates more than one location the aggregate limit of liability shall apply on a per location basis for all insured locations.

For purposes of this provision, "location" is defined as a Client Agency work site.

2. Automobile Liability (Applicable when automobile(s) are required to provide services in accordance with the agreement.)

Contractor shall furnish to CHP a valid certificate of automobile liability insurance, at no expense to CHP or to the State, and shall maintain or cause to be maintained and in effect, at all times during the term of the MSA, a policy of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. This insurance shall provide coverage for owned, hired, and non-owned automobiles.

3. Employee Dishonesty

Contractor must maintain employee dishonesty insurance with a limit of not less than \$100,000 each loss. The employee dishonesty insurance shall name the State of California as loss payee.

4. Specific Requirements

Any or all types of insurance coverage must meet the following State of California requirements:

- A. Evidence of insurance shall be of a form and content acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM).
- B. The certificate of insurance shall be issued by an insurance company, or be provided through a partial or total self-insurance, acceptable to ORIM.
- C. The certificate shall contain the name and address of the insurance company, the policy number, and the beginning and ending dates of the policy.
- D. The certificate of insurance shall show that hazardous activities are protected through comprehensive general liability.
- E. The certificate of insurance shall provide that the insurer shall not cancel the insured's coverage without **thirty (30)** days prior written notice to the CHP.

EXHIBIT E (Standard Agreement)

INSURANCE REQUIREMENTS *(Continued)*

- F. The insurance carrier shall provide an endorsement for the additional insured statement as follows: “the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this MSA.”
- G. The certificate of insurance shall meet such additional standards as may be determined by the CHP, either independently or in consultation with ORIM, for protection of the CHP.

5. Cancellation of Insurance

- A. In the event said insurance coverage expires or is cancelled at any time or times during the term of the MSA, Contractor shall provide, at least thirty (30) days prior to said date, a new certificate of insurance coverage as provided for herein for not less than the remainder of the term of the MSA, or for a period of not less than one (1) year.
- B. New certificates of insurance are subject to the approval of ORIM. Contractor agrees that no work or services shall be performed prior to such approval. In the event Contractor fails to keep current and in effect at all times, insurance coverage as herein provided, the CHP may, in addition to any other remedies, terminate the MSA and any and all subsidiary agreements.

6. Worker's Compensation

Contractor, at its own expense, shall maintain Workers' Compensation Insurance or a certificate of consent to self-insure in compliance with California Labor Code section 3700. This coverage shall be maintained for all employees who will be engaged in the performance of the agreement.

7. Submission of Certificate(s) to CHP

Contractor shall submit to the CHP before the start of the MSA, and annually thereafter throughout the term of the MSA, the certificate(s) of insurance as outlined in Exhibit E to the following address:

Department of California Highway Patrol
Business Services Section
Attention: Contract Services Unit
P.O. Box 942898
Sacramento, California 94298-0001

To expedite processing, certificates may be faxed to: (916) 322-3155.

8. Submission of Certificate(s) to Client Agencies

Contractor shall submit to the Client Agency before the start of each Agreement, and annually thereafter throughout the term of the MSA, the certificate(s) of insurance as outlined in Exhibit E.