

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

0003

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

Department of Social Services

CONTRACTOR NAME

Good Guard Security Services

2. The term of this Agreement is:

START DATE

March 24, 2020 with two (2) six-month options to extend.

THROUGH END DATE

May 25, 2020

3. The maximum amount of this Agreement is:

\$233,040.00

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

EXHIBITS	TITLE	PAGES
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Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

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

CONTRACTOR

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

Shawn Helmandi

CONTRACTOR BUSINESS ADDRESS

21757 Devonshire St. Suite 10

CITY

Chatsworth

STATE

CA

ZIP

91311

PRINTED NAME OF PERSON SIGNING

Shawn Helmandi

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

SH

DATE SIGNED

3-23-20

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

0003

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P St.

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Pete Cervinka

TITLE

Chief Operating Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

3/23/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION**APPROVED**

BY

DATE

3/27/2020

EXHIBIT A

STATEMENT OF WORK

1. SCOPE

- A. Good Guard Security Services, hereinafter referred to as Contractor, shall provide the Department of Social Services (DSS), hereinafter referred to as the "State" or "DSS", all labor, tools, materials, equipment, and travel expenses for Unarmed Security Guard services in accordance with this Agreement.
- B. Categories of service available under this Agreement include Security Guard 1 (SG1) and Security Guard Supervisor (SGS), referred to collectively as "All Unarmed Security Guards" or "Security Guard(s)". Provisions specific to a category will reference Security Guard 1 (SG1) and Security Guard Supervisor (SGS).
- C. Contractor shall provide security guard services to hotel locations to shelter populations impacted by the Governor's Proclamation of a State of Emergency on March 4, 2020. Security guard services include, but are not limited to, escorting cleaning staff on premises and requiring occupants to exit occupied space to allow cleaning staff to perform their duties.

2. AGREEMENT TERM

- A. The term of this Agreement") is for a three (3) month period with two (2) six month options to extend, with the start and end date noted on the attached Std. 213 Standard Agreement (the "Effective" term).
- B. Should the Contractor fail to commence work at the agreed upon time, the State, upon 24 hours written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the actual cost of engaging another contractor to perform the work.
- C. In addition to any other provision of this Agreement, the State may terminate this Agreement or cancel a portion of the service for any reason with 24 hours written notice.

3. ADMINISTRATIVE

Contractor shall provide the following administrative personnel included in Security Guard services at no additional cost under this Agreement:

- A. Contractor shall assign a Contract Administrator/Project Representative as a single point of contact for all inquiries and contract issues. The Contract Administrator/Project Representative shall not be an Unarmed Security Guard. Prior to contract execution, Contractor shall provide its Contract Administrator/Project Representative's name, email, phone and fax contact information to DSS. DSS will also identify the State's Contract Administrator for this Agreement in writing. Should the Contractor's or the State's Contract Administrator change, each party will notify the other in writing, without amendment to this Agreement. Any changes to Contractor's Contract Administrator must be reported to the State's Contract Administrator within 24 hours of the change. The Contract Administrator/Project Representative must be available to meet with the State's designee upon 24 hours' notice.
- B. Contractor shall adequately supervise all Security Guards assigned under the provisions of this Agreement 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, verifying applicable patrol, and ensuring that Security Guards are in compliance with all agreement requirements.
- C. Contractor shall provide a Contract Guard Supervisor (CGS) when a State does not contract for a SGS. Contractor shall have and maintain a minimum ratio of one CGS to approximately twenty (20) Security Guards while performing duties to adequately supervise contracted staff. 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 work location. The CGS shall sign-in to verify his/her visit, unless the State's Contract Administrator specifies a different reporting requirement in writing. The sign-in log shall be updated each shift and remain at the work site.

4. REQUIREMENTS

- A. License and Registration
 - 1. Contractor shall possess the license and permanent guard registration cards required by the California Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS). Contractor shall furnish a copy of its current and valid Private Patrol Operator's License to the State. If Contractor's license expires, is suspended or revoked, DSS shall be notified immediately and the Agreement will be subject to immediate termination by DSS.

2. Contractor shall have no more than three (3) warnings or three (3) fines issued within five (5) years preceding the Agreement Start Date for violations of the Business and Professions Code, Chapter 11.5, Article 3, Section 7582 et seq. Exceeding three (3) warnings or three (3) fines issued by BSIS during the Agreement term may be cause for contract termination.
3. Contractor shall request a certificate of licensure issued by BSIS. Upon request, the contractor shall provide a certificate of licensure to the State throughout the Agreement term.
4. Contractor shall provide written documentation that all Unarmed Security Guards assigned under the provisions of this Agreement 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 Agreement.
5. Contractor shall maintain all other business and professional licenses that may be required by federal, state, and local codes, viewable upon request.
6. Prior to and during assignments, all unarmed security guards must:
 - a) Possess a high school diploma or G.E.D. equivalent, and shall have the ability to speak, read, and write and understand the English language; understand and carry out oral and written directions; write accurate and clear reports; and monitor environmental and electronic security systems.
 - b) Have a valid California Driver License or a California Identification Card issued by the California Department of Motor Vehicles and shall carry it in their possession while on duty. Upon request, Contractor shall provide an individual's California Department of Motor Vehicles driving record for inspection. License suspension, revocation and/or convictions for Driving Under the Influence or reckless driving within the last three (3) years may be cause for replacement of the Security Guard.
 - c) Be registered with the California Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS). While on duty, all Unarmed Security Guards shall carry in their possession a valid guard registration card, or screen-print of the Bureau's approval from the BSIS web site at www.bsis.ca.gov, along with valid photo identification. If the Security Guard is unable to present, his/her guard registration card (or screen print) with valid photo identification upon demand, he/she will be relieved from duty and the Contractor shall

provide a replacement Security Guard who has appropriate cards/screen prints and valid photo identification in his/her possession at no additional cost. The Agreement is subject to termination if the Contractor is unable to provide Security Guards with all required cards within two (2) hours, or as otherwise specified by the State's contract administrator in writing.

B. Physical Requirements

All Unarmed Security Guards:

1. Must be alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.
2. Wear personal protective equipment provided by the Contractor.
3. Follow hygiene practices and guidance issued by the State, including, but not limited to frequent hand-washing and avoiding touching eyes, nose, or mouth with unwashed hands.
4. Upon request, shall successfully pass a pre-employment drug screen examination. The screen must have the ability to detect the use of: marijuana, cocaine, heroin, amphetamines, opiates, and benzodiazepines. The State has the right to inspect the drug examination results and to request a new test prior to and during assignments.

C. Training Requirements

All Unarmed Security Guards must:

1. Complete the following training at the expense of the Contractor:
 - a) First Aid and Cardiopulmonary resuscitation (CPR): maintain current certification; a copy of the First Aid/CPR certification/completion document shall be furnished to the State designee. The certification cards must be carried while on duty.
 - b) Security and emergency procedures, crowd control, irate/hostile individual and public relations.
2. As required by the State, train on matters deemed necessary or appropriate to the assignment including, but not limited to; state policy regarding drug awareness, sexual harassment, workplace violence, discrimination, and prohibition of the use of State equipment at no additional cost to the State.

3. As required by the State, sign a document indicating their understanding of and conformance with, State rules, regulations and policy.
4. As required by the State, complete training to monitor and operate electronic computer and/or alarm and communication systems.
5. The State reserves the right to inspect any training materials used by the Contractor to train all Unarmed Security Guards.

D. Appearance

All Unarmed Security Guards must:

1. Maintain a clean, neat appearance and a courteous attitude.
2. Wear, at all times while on duty, the Contractor's complete uniform. If applicable, uniforms shall be approved by the appropriate local law enforcement agency and the State. All uniform markings, patches and colors shall be distinctive from uniforms worn by Local law enforcement personnel.
3. Maintain a minimum of three (3) complete sets of uniforms provided by the Contractor at no cost to the State or Security Guard, which consists of: three (3) shirts, with appropriate patches and/or markings; three (3) trousers, with appropriate trim; one (1) badge; and one (1) name tag. Each Unarmed Security Guard shall receive replacement uniforms as necessary to maintain a neat appearance.
4. Wear viewable company badges, company designation patches and name tags at all times.
5. Keep their uniforms in good condition, free from tears, cleaned, pressed, and shall wear a complete uniform while on duty. The uniform shall properly fit the Unarmed Security Guard. Jackets, wind breakers, or sweaters are allowed provided the outermost garment contains the Contractor's identification, and the colors are consistent with the uniform. Company hats may only be worn when outdoors. Skirts or kilts are not permitted.
6. Wear footwear are closed-toe shoes or boots made of black Corfam-type material, or equivalent. 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.

7. Clean and polish leather gear, shoes and metal equipment. All Unarmed Security Guards shall keep all equipment clean and in good condition.
8. Conform to the following personal appearance standards:
 - a) Hair, and facial hair shall be trimmed, groomed and neat in appearance, such that it does not detract from a professional image.
 - b) Any makeup and nail polish shall be natural in appearance and shall not detract from a professional image.
9. 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.

5. **CATEGORIES**

A. Contractor shall provide the following categories of Unarmed Security Guards:

1. Security Guard 1 (SG1)

Duties include but are not limited to:

- a. Monitoring the entry and exit of personnel at State facilities; escorting cleaning staff on premises; requiring occupants to exit occupied space to allow cleaning staff to perform their duties, inspecting facilities to ensure doors, windows, and roofs are secure; protecting state property and deterring theft or criminal by serving as a physical presence or visual deterrent while making security checks throughout State facilities; reporting of unusual conditions to the proper personnel, including law enforcement; maintaining security logs; writing reports; and notifying the appropriate State personnel.
- b. Maintaining high visibility, answer routine questions for directions and handle minor problems.
- c. Observing and immediately reporting urgent and suspicious situations to the appropriate personnel, and/or emergency services via telephone, radio or any means possible.

- d. Immediately contacting local law enforcement or emergency personnel by calling 911 (or 9-911 if calling from a state phone) in the following cases: Assault, burglary, robbery, vandalism, or any suspicious activities; seriously injured or ill person, i.e., heart attack, stroke, or seizure; fire or smoke; any other conditions as identified by the State. Contractor and assigned personnel will cooperate with the State, and local police in the event of any major conflict or disturbance. Any incident which results in Contractor's personnel contacting emergency services, including but not limited to, police, fire or medical, Contractor shall, no later than the next business day, contact the State's identified designee. Within three (3) business days after the incident, Contractor shall provide the State with a written summary of the incident.
- e. Preparing incident reports pursuant to the terms of the subsidiary agreement. Incident reports shall include, but are not limited to, the following items:
 - i. 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.
 - ii. Identify any exterior doors with defective hardware which might affect building security.
 - iii. Report any incidents affecting the safety or security of the building or occupants.
 - iv. Report any defective exterior lights.
 - v. Note any areas where staff is working after-hours.
 - vi. Report unusual circumstances, suspicious persons and any other problems encountered to the appropriate law enforcement agency.
 - vii. Report electrical outages, broken pipes, smashed windows, etc. to designated personnel by the State in order to make repairs immediately.
 - viii. Report any accidents or injuries.
 - ix. Any other reporting requirements as identified in the State.

2. Security Guard Supervisor (SGS)

Can perform the duties of SG1, with additional duties to include but are not limited to: performing various day-to-day supervisory responsibilities for SG1s under his/her command; serving as a liaison to the State; preparing shift schedules; training replacement Security Guards; ensuring post orders are updated and complete, inspecting and ensuring that Security Guards are in compliance with all agreement requirements, reviewing Security Guard reports; disciplining Security Guards, when necessary; and reporting directly to the Contractor or the State. When not performing administrative

responsibilities, the SGS will assume routine patrol duties. The State may modify the SGS's duties to fit its needs. The number of Security Guards the SGS will supervise will not exceed twenty (20), unless approved in writing by the State. If a SGS performs security guard services that are not "solely supervisory or administrative", Contractor shall comply with Government Code (GC) 19134 and pay wages and benefits at least equal to CalHR class code 1984 (Lead Security Guard).

6. SERVICE DETAILS

- A. The services shall be provided at the locations, hours and rates specified in Exhibit B, Attachment 1.
- B. Contractors must work on holidays and weekends.
- C. Contractor shall conduct random, or upon State request, unannounced visits of facilities where contracted staff are deployed. Contractor shall ensure that while on duty at the State facility, Unarmed Security Guards shall **not**:
 - 1. 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 State site.
 - 2. Listen to radios, police scanners, or any other audio medium that is not directly job-related.
 - 3. Watch television and/or play video games.
 - 4. Read any materials which are not job-related.
 - 5. Sleep while on duty.
 - 6. Display a discourteous, abrupt, abrasive, or belligerent attitude.
 - 7. Use state telephones or any other state-owned electronic equipment for anything other than state business.
 - 8. Use or tamper with State equipment, such as computers, calculators, fax machines, etc., not necessary for the performance of the unarmed security services or disturb workstations located in the State facility in any manner.
 - 9. Use any employee workstation other than those designated for the Security Guard's use.

10. Leave their area of responsibility without notification.
11. Entertain personal visitors.
12. Be under the influence of illegal drugs or alcohol.
13. Be under the influence of any prescribed or over-the-counter medications which inhibit job performance in accordance with the specifications set forth herein.
14. Fraternize with state employees or members of the public.
15. Present or identify themselves as employees of the State of California.
16. Express or interpret policies, statements, and/or opinions of State to the media, or to the public.

7. MINIMUM WAGE AND BENEFITS

A. Minimum Wage

1. It is the Contractor's responsibility to fully comply with Government Code section 19134 and all regulations (See, e.g., CCR 1896.300 et seq.) Contractor shall pay all persons performing security guard services under this Agreement a minimum wage and benefit rate in accordance with applicable law; Government Code section 19134 and any applicable California Code of Regulations. Contractor is subject to audit for compliance with the provisions of Government Code section 19134. Failure to comply with the provisions of Government Code section 19134 constitutes a material breach, which could subject the contract to immediate termination by the State.
2. It shall also be incumbent upon the Contractor to comply with all Federal, State, and Local Minimum Wage Requirements and Ordinances. No increase to contracted hourly rates will be allowed outside of those specified in Section C, CalHR rate.

B. Hourly Rate

1. The Contractor Hourly Rates for Security Guard are flat rates. This includes all costs, wages, benefits*, allowances, differentials, travel per diem, continuous on-site supervision as described in this Agreement, customer service and administrative overhead.

2. The Contractor Hourly Rate is the rate the Contractor will be paid by the State for the term of the Agreement.
3. *Per Government Code 19134, "benefits" shall include health, dental, retirement, and vision benefits; and holiday, sick, and vacation pay. For purposes of this Agreement, the blended benefit rate will apply.

C. CalHR Rate

1. CalHR Hourly pay and benefit rates for the Security Guards working under this Agreement shall be modified, by amendment, in the event the Department of Human Resources (CalHR) approves a modified rate for the similar civil service classification. The rates are published February 2nd of every year and are effective until February 1st of the following year. Rates may be viewed on the CalHR website, subject to change, at: <http://www.calhr.ca.gov/state-hr-professionals/Pages/personal-services-contracts.aspx>. DSS reserves the right to amend the Agreement at any time after a CalHR rate change.

D. Overtime

1. Overtime is allowed upon prior approval by State.
2. 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.

E. Replacement of Unarmed Security Guards

1. State reserve the right to refuse or reject any personnel under this Agreement, who, in the State's belief, fails to meet the minimum requirements set forth.
2. Upon written request, at no additional cost, Contractor shall provide replacement personnel who meet all requirements as set forth in this Agreement.
3. Contractor shall maintain a pool of Unarmed Security Guards who have been trained and are approved to serve as replacement Unarmed Security Guards, at no additional cost. Contractor will be responsible to ensure the replacement Unarmed Security Guards are appropriately trained in the particular State location.

4. Contractor shall provide replacement Unarmed Security Guard no later than two (2) hours following notification. If a replacement cannot be on site within two (2) hours, the State may approve a different time frame or call another security guard company to complete the shift.
5. Contractor shall notify the State designee as soon as the Contractor becomes aware of an Unarmed Security Guard's absence or delay. In no event shall more than two (2) hours elapse before the Contractor provides an alternate qualified Unarmed Security Guard.
6. If the State requests replacement of all Unarmed Security Guards, the Contractor shall replace them within two (2) state business days of receiving such request.
7. In the event the Contractor fails to provide contractually agreed upon Unarmed Security Guard services, the State has the right to hire the services of a law enforcement agency or another unarmed security guard company in accordance with state law. The costs incurred shall be reimbursed by Contractor for any costs above the agreement rate. The State may submit a copy of the invoice to the Contractor.

F. Additional Unarmed Security Guards

The State may change orders to request additional Security Guards. Contractor shall respond to a written request within 8 hours and provide services within 24 hours, or as negotiated when Contractor is given less than 24 hours to respond.

G. 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, the State shall provide written 24-hour notice to Unarmed Security Guard(s) if it is known the location will be closed. No payment will be made if a Security Guard reports to work when services are not needed.

H. Dispatch Center & Communication Equipment

Contractor shall maintain a 24-hour dispatch center at no additional cost to the State. A dispatcher shall be on duty and at the dispatch console at all times.

- I. The dispatcher shall have the capability of transmitting to and receiving communication from all on-duty Unarmed Security Guards. Contractor shall

equip each Unarmed 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 Unarmed Security Guard(s), their supervisors, and the Contractor's dispatch center at no additional cost to the State.

- J. Contractor shall maintain a computer aided dispatch system which requires Unarmed Security Guards to notify dispatch when they are on and off duty. This is a means of alerting the dispatcher when Unarmed Security Guards have not gone on and/or off duty, in order to contact the Unarmed Security Guard by telephone and/or radio, and possibly send the necessary level of response (i.e. additional Unarmed Security Guard personnel, supervisor, manager, or emergency services) to determine the status of the Unarmed Security Guard.
- K. 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.
- L. 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.
- M. 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.
- N. Contractor shall provide a 24-hour phone number to the State so that poor work performance, unsatisfactory work habits, or other problems may be reported to the Contractor immediately by State personnel.
- O. For the purpose of receiving direct communication from State personnel Unarmed Security Guards may be required to carry paging equipment, two-way radios, and/or a cellular telephone. Contractor shall provide such equipment at no additional cost to the State.
- P. It will be the responsibility of each Unarmed Security Guard to transfer possession of any communication equipment to the next Security Guard on duty. Failure to transfer equipment to the next Unarmed Security Guard as required by the specific terms of the Agreement may result in the replacement of the Unarmed Security Guard and may be deemed a material breach of the agreement.

8. STATE REPORTING REQUIREMENTS

- A. Contractor must submit to the State monthly reports demonstrating compliance with GC 19134. Such reports, at a minimum, include:
 - 1. The name of each covered employee that performed services under this Agreement
 - 2. The number of hours the covered employee worked under this Agreement
 - 3. The hourly wage the Contractor paid the employee
 - 4. The blended benefit amount they were paid.
 - 5. The total payment to employee (number of hours times wages plus blended benefit)
- B. On a quarterly basis, unless requested otherwise, the Contractor Project Representative shall mail or e-mail updated information to the State stating the locations serviced, including addresses; number of Unarmed Security Guards; hours/shifts worked; billed hours paid; and emergency contact telephone number and name (and alternate).
- C. The DSS Contract Administrator reserves the right to require Contractor to provide additional reporting information during the course of this contract without amendment to the Agreement.

10. ADDITIONAL TERMS

- A. The State reserves the right to review the personal background and to conduct security clearances on all Contractor personnel. The State shall have the right to request previous employment history with a list of references for any Unarmed Security Guards assigned. Failure to provide this information, if requested, may result in termination of the Agreement.
- B. Upon expiration or termination of this Agreement, Contractor shall meet with any new Unarmed Security Guard service provider(s) and make all reasonable efforts to assure an effective transfer of services.

11. CHANGES AND/OR ADDITIONS

- A. The State shall provide any changes and/or additions to an Unarmed Security Guard's post orders and/or additional locations and regions for services. These will be developed and communicated in writing from the State to the Contractor and effected through an amendment. All changes or additions to the Unarmed Security Guard instructions and/or additional locations and regions will originate with the State.

12. SERVICE REGIONS

<u>REGION 1</u>	<u>REGION 2</u>	<u>REGION 3</u>	<u>REGION 4</u>
Del Norte Humboldt Lassen Modoc Plumas Shasta Siskiyou Tehama Trinity	Butte Colusa El Dorado Glenn Lake Mendocino Nevada Placer Sacramento Sierra Sutter Yolo Yuba	Alameda Contra Costa Marin Napa San Francisco San Mateo Santa Clara Solano Sonoma	Alpine Amador Calaveras Madera Mariposa Merced Mono San Joaquin Stanislaus Tuolumne
<u>REGION 5</u>	<u>REGION 6</u>	<u>REGION 7</u>	<u>REGION 8</u>
Monterey San Benito San Luis Obispo Santa Barbara Santa Cruz	Fresno Inyo Kern Kings Tulare	Los Angeles Orange Ventura	Imperial Riverside San Bernardino San Diego

Contractor shall provide services in the California regions and locations specified in Exhibit B, Attachment 1. Each region is comprised of the counties listed above. The State may change orders to request services in additional regions. See 11A. Contractor shall respond to a written request within 8 hours and provide services within 24 hours, or as negotiated when Contractor is given less than 24 hours to respond.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY

It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

2. INVOICES

A. Submission of Invoices

- 1) Contractor shall submit itemized invoices to the State contact person at the address designated in writing. The following information should be included:
 - a) Agreement Number
 - b) Billing Code
 - c) Department Name
 - d) Department Address
 - e) Description of services ordered
 - f) Pricing information, which shall not exceed rates listed on Exhibit B, Attachment 1.

3. RATES

The maximum rates for services to be provided are listed in Exhibit B, Attachment 1.

4. PAYMENT

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered. Contractor shall invoice the State in arrears every two (2) weeks upon successful completion of services. Invoices for services are not due and payable, and do not constitute an obligation of the State, until an invoice is received for the charges accrued.

5. 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, ATTACHMENT 1
RATE SHEET**

LOCATIONS

Contractor shall provide services in Region 3, at the locations listed below:

8425 Edes Avenue,
Oakland CA, 94621

8400 Edes Avenue
Oakland CA, 94621

RATES

Contractor shall provide three (3) Security Guard 1 (SG1) and one (1) Security Guard Supervisors (SGS) at the locations specified at rates listed below for the duration of the Agreement, including extensions and/or amendments.

Region 3

Security Guard 1 (SG1)	Security Guard Supervisor (SGS)	SG1 Overtime	SGS Overtime	One-time Onboarding Fee (Per Guard)
\$ 28.00	\$ 31.00	\$ 42.00	\$ 46.50	\$ 75.00

SHIFTS

The SG1 and SGS shall work in three (3) shifts of eight (8) hours at the standard rate.

GC 19134

GC 19134 as of 3/23/20, applicable rates to be paid to covered employees is as follows for each hour worked:

CalHR Rates	Rate Amount
Lead Security Guard Hourly Wage	\$12.92
Lead Security Guard Blended Benefit	\$11.35
Security Guard Hourly Wage	\$12.47
Security Guard Blended Benefit	\$11.15

Contractor must, in addition, must comply with all Federal, state and local wage requirements, even if higher.

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. OWNERSHIP OF DATA

The State owns the data filed with, or collected by, the Contractor in both hardcopy, electronic and Internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, service-marks, or patents will not be filed that infringe on the exclusive ownership by the The State.

2. AGENCY LIABILITY

The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the The State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. SUBCONTRACTORS

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

4. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation, which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information, as well as the State's

procedural requirements for protection of such data and information from unauthorized use and disclosure, shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required, under the provisions of this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement or is rightfully obtained from third parties.

5. RIGHTS IN DATA

- A. All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this Agreement, shall be delivered to, and become the exclusive property of the State and may be copyrighted by the State.
- B. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by the Contractor, or jointly by the Contractor and the State, can be used by either party in any way it may deem appropriate.

6. RESOLUTION OF CONTRACT DISPUTES

Any dispute concerning a question of fact arising under the terms of this agreement, which is not disposed of within a reasonable period of time (ten (10) days) by the Contractor and State employees normally responsible for the administration of this Contract, shall be brought to the attention of the Chief Executive Office (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code Regulations, Title 1, section 300 et seq.).

7. RIGHT TO TERMINATE

The State reserves the right to terminate this Agreement subject to 24 hours written notice to the Contractor.

8. LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner

affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the DGS Contract Administrator or The State Contract Administrator in writing.

9. SPECIFIC STATUTORY REFERENCE

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service furnished thereunder.

10. EMPLOYMENT OF UNDOCUMENTED WORKERS

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

11. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays, which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current and/or subsequent years covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Agency has the option to void the Agreement under the 24 hours cancellation clause or amend the Agreement to reflect any reduction of funds.
- E. The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular, A-133.

12. FEDERAL DEBARMENT

The Federal Department of Labor requires Departments which are expending Federal funds of \$25,000 or more, have in the contract file, a certification by the Contractor that it has not been debarred or suspended from doing business with the Federal Government. Each Contractor must provide this documentation upon request.

13. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. Headings are used for convenience of reference only and in no way define, limit, construe or describe the scope or extent of any section, or in any way affect this Agreement.

EXHIBIT E INSURANCE TERMS AND CONDITIONS

1. GENERAL PROVISIONS APPLYING TO ALL POLICIES

- A. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least 30 days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor shall provide to the Department, within five (5) business days following receipt by contractor, a copy of any cancellation or non-renewal of insurance required by this contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- H. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-

insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

- I. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

2. INSURANCE REQUIREMENTS

A. GENERAL LIABILITY

Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Annual aggregate limit shall not be less than \$2,000,000. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. 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 include the State of California, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.**

B. AUTO LIABILITY

Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must include the State of California, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the contract are concerned.**

C. WORKERS' COMPENSATION

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required. **The**

policy must include a waiver of subrogation in favor of State of California.

D. PROFESSIONAL LIABILITY

Contractors will maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

1. If Policy is written on a claims-made basis provide the following:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract of work.**
- c. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of work.

E. CRIME INSURANCE

Contractor shall maintain Employee Dishonesty and theft, ComputerFraud/crime coverage, Forgery or alteration, fraudulent funds transfer and when applicable, Inside/Outside Money and Securities coverage, including third party losses, for state-owned property in the care, custody and/or control of the contractor. Coverage limits shall not be less than \$10,000. A Clients' Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. **The policy shall include State of California, Department of Social Services as loss payee.**

EXHIBIT F

LIQUIDATED DAMAGES

1. In the event that the Contractor fails to perform work on any required working day, the State goes without the required work, and the State is unable to obtain the work from an alternate source, the State shall be entitled to \$250.00, unless otherwise specified, per office, per day, per contracted Unarmed Security Guard, as liquidated damages.
2. In the event the Contractor or the Contractor's personnel fail to provide notice of security, law violation, accident, injury and appropriate incident reports to the State within required time frames of the incident, the State shall be entitled to \$250.00, unless otherwise specified, per twenty-four (24) hour period the incident reports remain outstanding as liquidated damages.

LEGAL SERVICES FEMA PROVISIONS

1. REMEDIES

In the event of any violation or breach of this agreement, the State may enforce any and all administrative, contractual, and legal remedies available at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

2. TERMINATION FOR CAUSE OR CONVENIENCE

Any termination by the State will be communicated in writing to the contractor signor as listed on Std213.

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- C. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. CLEAN AIR ACT

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
- B. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. THE FEDERAL WATER POLLUTION CONTROL ACT

- A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- B. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. DEBARMENT AND SUSPENSION CLAUSE

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. BYRD ANTI-LOBBYING CLAUSE

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

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- A. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

9. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide the State, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.