

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL



**Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001
(916) 375-2965
(800) 735-2929 (TT/TDD) (800) 735-2922 (Voice)**

DATE June 3, 2008

Securitas Security Services USA, Inc.
2045 Hurely Way, Suite 175
Sacramento, CA 95825

Subject: Agreement Number: 7C065002-0

Complete the following marked item(s) and return to the above address within ten (10) business days:

- STD. 213, Standard Agreement with attached exhibits. Sign and date the four (4) copies of the STD. 213 and return them to my attention for further processing. A copy will be returned to you when it is completed.
- STD. 213A, Standard Agreement Amendment. Sign both copies of the STD. 213A where indicated and return them to me for further processing.
- STD. 210, Short Form Contract. Please sign where indicated and return both copies for further processing. A fully executed copy will be returned to you once completed.
- Letter of Agreement. Sign both copies of the letter where indicated and return both copies at your earliest convenience.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of contract.
- Resolution, motion, order, or ordinance from the local governing body authorizing this agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- Other:

Contract status:

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

SANDRA BRADLEY
Contract Analyst

Enclosures

STANDARD AGREEMENT

CSU Initial: S.B.

STD. 213A (Rev 6/03) (CHP Automated)

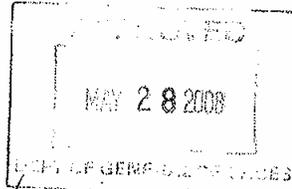
CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER
7C065002	2
REGISTRATION NUMBER: 272006072234502	

- 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
 Securitas Security Services USA, Inc.
- The term of this Agreement is: 07/01/2007 through 06/30/2010
- The maximum amount of this Agreement after this amendment is: \$0.00
 Zero Dollars and Zero Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 This amendment is effective 2/02/08. Securitas Security Services USA, Inc. is the first contingent contractor for regions 1 through 4 f this MSA.
 A. Amend Exhibit A, 1. to correct typo from throug to through; amend Exhibit A 4., Project Representative, from Renita Ward to Andrea Lagergren; amend Exhibit A 5.e. (4) & (5), page 3 of 10, regarding workplace violence. (See attached Exhibit A)
 B. Amend Exhibit B, 4. Rate Schedule, to increase blended benefits rate, per Department of Personnel Administration (DPA), \$0.28, from \$6.66 to \$6.94; amend Exhibit B to add clause 5 regarding costs. (See attached Exhibit B)
 C. Amend Exhibit D to delete item 2, regarding 360 day suspension.
 D. Amend to add a dispute resolution clause to Exhibit E, paragraph 1. y., page 7 of 9. (See attached Exhibit E)

Except as herein amended, all other terms and conditions remain in full force and effect.

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

CONTRACTOR		California Department of General Services Use Only  RECEIVED MAY 28 2008 DEPT. OF GENERAL SERVICES [Signature]
CONTRACTOR Securitas Security Services USA, Inc.		
BY (Authorized Signature) [Signature]	DATE SIGNED (Do not type) 5/13/08	
PRINTED NAME AND TITLE OF PERSON SIGNING Rick Niles Alan V.P.		
ADDRESS 2045 Hurley Way, Suite 175 Sacramento CA 95825		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) [Signature]	DATE SIGNED (Do not type) 5.16.08	
T. Anderson Business Manager		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		<input type="checkbox"/> Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to Department of California Highway Patrol (CHP), Master Services Agreement (MSA) for unarmed security guards services utilized by state agencies (Client Agencies) through subsidiary Agreements.

A. Contractor is the first contingent for Regions 1 through 4. The regions are defined in Attachment 1.

B. Liability insurance and dishonesty bond requirements contained herein will be required before the execution of a subsidiary contractor with a Client Agency.

2. The services shall be performed at: If checked see attached for additional service locations.

The state agency locations utilizing the MSA.

3. The services shall be provided during:

hours required by the Client Agencies' subsidiary Agreements.

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

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		Securitas Security Services, USA, Inc.	
NAME Andrea Lagergren		NAME	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 445-0752	(916) 323-0079	(916) 569-4500	
Direct all inquiries to:			
STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		Securitas Security Services, USA, Inc.	
SECTION/UNIT Field Support Services		SECTION/UNIT	
ATTENTION Andrea Lagergren		ATTENTION	
ADDRESS P.O. Box 942898, Sacramento, CA 94298-0001		ADDRESS 2045 Hurley Way, Suite 175, Sacramento, CA 95825	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 445-0752	(916) 323-0079	(916) 569-4500	

EXHIBIT A
(Standard Agreement)

#7C065002-2

conditions. Guards shall possess a good distance vision in each eye corrected to 20/30 on the Snellen Chart. They 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. Any hearing loss is not to exceed 30 decibels in both ears or 35 decibels in the poorer ear.

- (5) All guards assigned to a Client Agency under this MSA shall successfully pass a pre-employment drug screen examination within six (6) months of 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.
- d. Guards must be mentally alert and capable of exercising good judgment, implementing instructions, and assimilating necessary specialized training.
- e. In addition to required Department of Consumer Affairs training, and prior to their initial assignment, guards shall complete the following training:
 - (1) First Aid and CPR and maintain current certification. (Copy of the First Aid/CPR certification/completion document shall be furnished to the Facility Security Coordinator.) The certification cards must be carried while on duty.
 - (2) Security and emergency procedures, crowd control, irate/hostile individual and public relations.
 - (3) Client Agencies may require that assigned 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.
 - (4) *Client Agencies shall require assigned guards to be trained on all workplace violence state/federal rules and regulations, including but not limited to Labor Code Section 6401.7. (Amended 02/02/08).*
 - (5) If required by the Client Agency, guards shall sign a document indicating the guard understands, and conforms with state or Client Agency policy.

Time spent by the guard in state-sponsored training will be compensated at the contract rate. Client Agencies may also require successful completion of training for guards assigned to monitor and operate electronic computer and/or alarm and communication systems.

Client Agencies as well as the CHP Contract Coordinator have the right to inspect any training documentation that is retained at the Contractor's place of business. *In addition, Contractor shall maintain all required policies and procedures manuals regarding workplace violence, and be available upon request. Contractor shall submit proof of this requirement within five days of executing contract. (Amended 02/02/08)*

- f. Substandard performance of any kind will not be allowed. The Client Agency reserves the right to refuse or reject any assigned guard, who, in the agency's belief, fails to meet the minimum requirements set forth in this MSA. If a guard is rejected by any Client Agency, the Contractor

EXHIBIT B
(Standard Agreement)

#7C065002-2

Securitas Security Services, USA, Inc.

4. **Rate Schedule:** Effective 02/02/08, revised rates due to \$0.28 increase in Blended Benefits Rates

Billing rates for all four (4) regions:

<u>Regions 1, 2, 3 and 4:</u>	<u>Regular Time Billing Rates</u>	<u>Overtime Billing Rates</u>
SG1	\$22.77	\$24.17
SG2	\$23.91	\$25.88
SGS	\$26.19	\$29.30
SGM	\$28.46	\$32.70

5. *The costs of this Agreement are subject to change according to increase and/or decrease in State of California wage and benefit rates, which are beyond control of California Highway Patrol.*
(Amended 02/02/08)

EXHIBIT D
(Standard Agreement)

#7C065002-2

1. The CHP reserves the right to cancel this Agreement with thirty (30) days advance written notice to Contractor.
2. ~~The CHP shall suspend any service provider, for a period of 360 calendar days, from competing in future IFB's when the service provider has demonstrated unsatisfactory performance in complying with or completing previously awarded Agreements. (Amended 02/02/08)~~
3. If Contractor shall be temporarily unable to provide services, the state, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the agreement rate.

EXHIBIT E
(Standard Agreement)

#7C065002-2

- x. Contractor shall report to the CHP Contractor Coordinator, any changes, additions, or deletions of service for all locations serviced statewide.
- y. *Dispute Resolution. In the event of a dispute with a contractor or client agency, the disputing party shall make written notification, to Department of California Highway Patrol, Field Support Services, Administrator of the MSA for Unarmed Security Guards, located at 444 North Third Street Suite 310, Sacramento, 95811. A dispute may consist of, but not limited to, non-payment of undisputed invoices, past due accounts, or non-executed Agreements. If the parties are unable to resolve the dispute, the California Highway Patrol will attempt to resolve the dispute. If an agreement cannot be reached, either the Contractor or client agency may assert their rights and remedies under this Agreement. (Amended 02/02/08)*

2. CLIENT AGENCY'S RESPONSIBILITIES

- a. Client Agencies can not delete, modify or change the terms and conditions of the MSA.
- b. Pursuant to this MSA, Client Agencies may contract with Contractor for services at the Unit Hourly Rate set forth herein. Client Agencies will use the STD. 213, Standard Agreement, when contracting with the Contractor. The CHP makes no guarantee as to the actual hours, if any, to be contracted for by various state agencies. The CHP and Client Agencies reserve the right to reduce or increase security service hours as required, at the contract rate. Such changes must be made by written contract amendment prior to implementation. Services are to be provided to any Client Agency requesting them without limitation.
 - (1) Each Client Agency will set forth its requirements in its subsidiary contract with the Contractor. Individual subsidiary agreements may be terminated by a Client Agency upon thirty (30) days prior written notice to Contractor. A copy of said termination notification shall be provided to the CHP Contract Coordinator within seven (7) working days.
 - (a) The following information should be contained in each subsidiary contract entered into between Contractor and Client Agency:
 - (b) Client Agency's name, contact person, and telephone number.
 - (c) The service location(s).
 - (d) The shift times.
 - (e) The number of guards per shift, required classes of guards and/or supervision, and applicable hourly rates for each level of guard and/or level of supervision.
 - (f) Name of Subcontractor, with a copy of subcontract, if applicable.
 - (g) Reference to MSA number and inclusion of MSA as part of the Agreement.
 - (h) Term of Agreement.
 - (i) Total dollar amount.
 - (j) Client Agency's additional terms and conditions