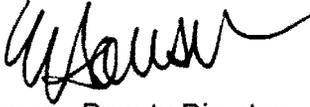


Memorandum

To : Cynthia Bridges
Executive Director

Date : March 18, 2014



From : Liz Houser, Deputy Director
Administration Department

Subject : **APPROVAL OF CONTRACT OVER \$1 MILLION: 2012-4009, Amendment 4
Inter-Con Security Systems, Inc.**

Your approval is requested to place an Administrative Agenda item before the Board at the April 22-23, 2014 Board Meeting.

Amendment 4 of Standard Agreement extends the term to December 31, 2014 and adds \$475,001 for extended unarmed security guard services. The total of this contract is now \$1,475,000.

- Standard Agreement #2012-4009, Am. 4 – Inter-Con Security Systems, Inc.

Because this Amendment causes the contract to exceed \$1 million, Board Member approval is required. Attached is a brief description of the services to be provided by this Agreement, and a copy of the original Agreement with Inter-Con and the three previous amendments. This contract has been reviewed and approved by Legal.

With your approval, the Board Proceedings Division will place this item on the Public Agenda Notice and provide a copy of the attachments to each Board Member. If you have any questions or wish to discuss the contract further, please call me or have your staff call Linda Ferguson at 445-3814.

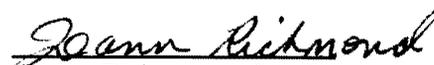
LH:kw

Attachment

cc: Tami Gutierrez, MIC 99
Natalia Calderon, MIC 99

Approved 
Cynthia Bridges
Executive Director

BOARD APPROVED
At the 4-22-14 Board Meeting


Joann Richmond, Chief
Board Proceedings Division

Board of Equalization
Proposed Contracts
Over \$1 Million

Contractor	Start Date	Expire Date	Total Cost	Purpose
Inter-Con Security Systems, Inc. Contract #2012-4009, Am. 4	1/1/2013	12/31/2014	\$1,475,000	<p>The purpose of this contract is to provide unarmed security guard services for the Headquarters Building of the BOE. It is a subsidiary contract of Master Service Agreement 7C06500 between the California Highway Patrol and Inter-Con Security Systems, Inc.</p> <p>Amendment 4 will extend the term of the contract to December 31, 2014, add \$475,001 for services during the extended period, and add language to the contract that will allow BOE to fingerprint and perform background checks on any prospective security guards that Inter-Con assigns to BOE.</p>

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 11 Pages

AGREEMENT NUMBER 2012-4009	AMENDMENT NUMBER 4
REGISTRATION NUMBER ep 1258527	

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

STATE AGENCY'S NAME

Board of Equalization

CONTRACTOR'S NAME

Inter-Con Security Systems, Inc.

2. The term of this Agreement is January 1, 2013 through December 31, 2014

3. The maximum amount of this Agreement after this amendment is: \$1,475,000.00
One Million, Four Hundred Seventy Five Thousand Dollars and No Cents

4. 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 extends the term of the agreement until December 31, 2014, it adds funds to pay for the extended services, and it adds language regarding background checks, and other issues.

1. On Page 1, Line 2, the end date of the term is now December 31, 2014.
2. On Page 1, Line 3, the maximum amount of this Agreement after this amendment is \$1,475,000.00.
3. Remove the prior version of Exhibit A and replace with the attached Revised Exhibit A.
4. Remove the prior version of Exhibit B and replace with the attached Revised Exhibit B.
5. Remove the prior version of Exhibit D and replace with the attached Revised Exhibit D.
6. Remove pages 2 and 3 of Exhibit E; replace with the attached Revised pages 2 and 3 of Exhibit E.

The effective date of Amendment 4 is May 30, 2014.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Inter-Con Security Systems, Inc.		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 210 South DeLacey Avenue, Pasadena, CA 91105		
STATE OF CALIFORNIA		
AGENCY NAME Board of Equalization		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Linda Ferguson, Chief, Acquisitions Branch		
ADDRESS 450 N Street, MIC: 24, Sacramento, CA 95814		

EXHIBIT A - REVISED

Page 1 of 5

SCOPE OF WORK

1. **Inter-Con Security Systems, Inc. hereinafter referred to as the Contractor, agrees to provide to the Board of Equalization (BOE) with unarmed uniformed security guard services as described herein.**

The services shall be performed at the BOE's Capital Square Building located at 450 N Street, Sacramento, CA 95814.

2. The Project Coordinators during the term of this Agreement will be:

Board of Equalization

Name: Natalia Calderon
Phone: (916) 322-3377
Fax: (916) 324-4698
E-mail: Natalia.Calderon@boe.ca.gov

Inter-Con Security Systems, Inc

Name: Peter Bonino
Phone: 916-925-0315
Fax: 916-925-0207
E-mail: pbonino@icsecurity.com

Direct all agreement inquiries to:

Board of Equalization

Contracts Section
Address: 450 N Street, MIC: 24
Sacramento, CA 95814
Phone: (916) 322-2107
Fax: (916) 322-3184
E-mail: acquisitionscoor@boe.ca.gov

Inter-Con Security Systems, Inc

Name: Richard Eaton
Address: 210 South DeLacey Avenue
Pasadena, CA 91105
Phone: 626-535-2256
Fax:
E-mail: reaton@icsecurity.com

3. **Contractor shall provide services as specified below and as stated in the CHP Master Service Agreement #7C065000 (including any amendments), which is incorporated by reference and made a part of this agreement.**
4. **Facility Coverage Requirements**

The BOE requires coverage 24 (twenty-four) hours per day, 7 (seven) days per week, which includes State recognized holidays. Minimum staffing levels at the "weekend" posting schedule will be maintained during the holidays at BOE.

Four (4) eight (8) hour shifts are required Monday through Friday:

- (1) day shift from 0600 hours to 1400 hours;
- (2) middle shift from 1000 to 1800 hours;
- (3) swing shift from 1400 to 2200 hours;
- (4) graveyard shift from 2200 hours to 0600 hours.

Three (3) eight hour shifts are required on weekends and holidays:

- (1) day shift from 0600 hours to 1400 hours;
- (2) swing shift from 1400 to 2200 hours;
- (3) graveyard shift from 2200 hours to 0600 hours.

EXHIBIT A - REVISED

Page 2 of 5

SCOPE OF WORK (continued)

5. Staffing

Monday through Friday:

<u>Day Shift:</u> 0600 to 1400:	Five (5) Guards Total - Four (4) Security Guard 2 (SG2) - One (1) Manager (SGM) to work eight hours plus one hour overtime, five days per week.
<u>Middle Shift:</u> 1000 to 1800:	One (1) Guard Total - One (1) Security Guard 2 (SG2)
<u>Swing Shift:</u> 1400 to 2200:	Two (2) Guards Total - One (1) Security Guard 2 (SG2) - One (1) Supervisor (SGS)
<u>Graveyard:</u> 2200 to 0600:	Two (2) Guards Total - Two (2) Security Guard 2 (SG2)

Weekends and Holidays

<u>All Shifts:</u>	Two (2) Guards Total - Two (2) Security Guard 2 (SG2)
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6. Holiday/Overtime Hours

The BOE Physical Security Section (PSS) management must expressly authorize in writing any billable overtime prior to the work being performed, not to include the holidays stated in the CHP MSA. and hours worked on a holiday must be expressly authorized by the BOE. Verbal authorization may be given in urgent circumstances with a written request/approval follow up as soon as possible. Overtime and hours worked on a holiday will be calculated and paid at a factor of 1.5 times the unit hourly rate (less benefits) for the classification of the employee required. The Contractor is entitled to claim holiday and overtime rates only in the event it pays its employee overtime and holiday rates at a factor of 1.5 for those times the Contractor claims such rates. In no event will the Contractor charge overtime to the BOE if the Contractor fails to meet staffing obligations as outlined above.

7. Contractor will provide the Internal billing codes to each entry on the billing detail. The code will specify if the hours billed are regular hours, billable overtime, holiday benefit, holiday worked or unbillable overtime.

8. Post Orders are part of the contract. All post orders are on file with the BOE PSS and are provided to Contractor management. If BOE Physical Security management makes changes to post orders, copies will be provided to Contractor management.

EXHIBIT A - REVISED

Page 3 of 5

SCOPE OF WORK (continued)

9. Guard Classifications

The BOE will utilize four (4) classifications of security guards under this Agreement. The classifications to be utilized are Security Guard 1 (SG1); Security Guard 2 (SG2), Site Guard Supervisor (SGS), and Site Guard Manager (SGM).

10. Training

a. All new security guards assigned to BOE will complete 40 hours of book and on-the-job training. The SGM has responsibility for training new guards. The Security Guard 1 will be used as an entry-level/training classification. Guards are expected to stay in this classification only until their initial training is completed (approximately 40 hours). If a guard does not complete the 40-hour training period, the BOE will be responsible for payment of fifty percent of the hours actually worked by the guard. If the guard completes the 40-hour training period, the BOE will be responsible for full payment of the hours worked.

b. All security guards assigned to BOE must complete initial Disclosure Training sponsored by BOE. Officers must complete the Disclosure Training annually. PSS staff will coordinate the dates and times for the training with the SGM. Overtime will be authorized as needed and approved by PSS management.

11. All guards to be permanently assigned to BOE shall be interviewed by the SGM and a staff member of the BOE PSS prior to beginning any work at BOE. This does not include floaters sent by the Contractor's office to backfill a vacant position during a shift.

12. Guard Supervision

The Contractor shall assign one guard to function as the SGM. This person shall act as the primary liaison between the BOE and the Contractor. The SGM shall receive their orders from the BOE's PSS and meet with PSS staff on a daily basis, relay subsequent directives, changes in post orders, etc., to the guards and the Contractor.

13. Replacement Guards

It is imperative that all shifts are staffed with security console trained and password authorized guards (SG2 or higher). Therefore, in the event of an absence of a guard during one of these shifts, the replacement guard will come from the ranks of the permanent Monday through Friday day shift or swing shift personnel (SG2 or higher). The Contractor will be responsible for any overtime that may be due to the replacement Guards in these circumstances. If replacement guards are needed for Monday through Friday day shifts, middle shifts, or swing shifts, the Contractor may provide a replacement guard from its pool of replacement guards, subject to BOE approval.

EXHIBIT A - REVISED
Page 4 of 5

SCOPE OF WORK (continued)

14. Rejection of Guards

The BOE reserves the right to demand replacement of any guard who, in the judgment of the BOE, is unfit for assignment. If a guard is deemed unfit while on duty, the Contractor shall make every effort to replace that guard as soon as possible but no later than two (2) hours following the notification, as stated in the Master Agreement. The replacement guard must meet the requirements described above under Replacement Guards.

The Contractor shall not remove a guard from the BOE nor reassign shift assignments unless the proposed changes have been discussed with and approved by the BOE's PSS.

15. Guard Uniforms

The Contractor shall ensure all guards permanently assigned to the BOE are in compliance with the Guard Appearance Requirements as noted in the Master Service Agreement.

16. Communications Center and Equipment

The Contractor shall provide communications equipment and service as outlined in the Master Service Agreement.

17. Board of Equalization Equipment and Supplies

Security guards are prohibited from using any BOE equipment and supplies unless specific permission has been granted by the BOE PSS. Unauthorized use of equipment will result in the guilty parties' removal from the BOE. Additionally, the Contractor shall be financially responsible for any loss or damage sustained to equipment and supplies as a result of the guards' misuse of the equipment and supplies.

18. Telephone Usage

BOE telephones are to be used for business purposes only. Guards are not permitted to use any BOE telephones other than those provided in the security console. Misuse of the console telephones attributed to an individual guard will result in the guard's removal from the BOE.

Outgoing Calls

Each shift is permitted an average of 2 (two) outgoing telephone calls (calls outside the BOE), or 6 (six) calls total for a 24 (twenty-four) hour period. Each of these calls should not exceed 2 (two) minutes in duration. All outgoing calls must be entered in the Telephone Log Sheet.

EXHIBIT A - REVISED
Page 5 of 5

SCOPE OF WORK (continued)

Upon receipt of the monthly telephone bills, the BOE's PSS will compare the actual time billed against the threshold described above. All time above the threshold not supported by the telephone log will be converted to hours and multiplied by the hourly rate charged by the Contractor. The product of this calculation may be deducted from the Contractor's billing invoice, or billed separately to the Contractor. Information regarding the billing will be sent with the Invoice.

Incoming Calls

Security guards are not permitted to receive personal telephone calls on BOE telephones. If a guard's family or friends need to reach them, the following procedures must be used:

- The person trying to reach the guard must call the Contractor directly. (Alternative: guards may carry personal or company supplied pagers. Pagers will not be supplied by the BOE.)
- The Contractor will call the BOE security console and relay the message.
- The guard will return the call from a public telephone in the BOE public area during their next break period. If it is an emergency, the guard is not required to wait for their break, but must still use a public telephone.

19. Security Badges

All security guards permanently assigned to the BOE are issued security/identification badges. The badge is a card-key with the guard's picture and permits access to all card-read doors. It is each guard's responsibility to safeguard these badges and to wear them in accordance with BOE policy. **If the badge is broken or missing, the officer must immediately report it to the SGM.** It is the responsibility of the SGM to collect the badge from any guard who will no longer be assigned to this site. The badge should be collected on the guard's last day of work and turned over to the BOE PSS for deactivation. These badges are the property of the BOE and must be surrendered upon demand of the BOE's PSS.

20. Replacement Fees

Guards who lose their badges or whose badges are destroyed may be subject to a \$15.00 replacement fee. Failure to pay the fee will result in the guard's removal from the BOE. The fee will then become the responsibility of the Contractor. Additionally, the Contractor will be responsible for the replacement fee for any guard who leaves the BOE and does not return their security badge.

21. Amendments

This Agreement may be amended by mutual agreement of the parties hereto, in writing. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on either party.

EXHIBIT B - REVISED

Page 1 of 2

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **RATES:** The cost for these services, per the CHP MSA, shall be as follows:

Regular Hourly Rate:

Security Guard 1 (SG1)	\$22.84
Security Guard 2 (SG2)	\$23.98
Site Guard Supervisor (SGS)	\$26.27
Site Guard Manager (SGM)	\$28.55

Holiday/Overtime Hourly Rate:

Security Guard 1 (SG1)	\$22.77
Security Guard 2 (SG2)	\$24.48
Site Guard Supervisor (SGS)	\$27.92
Site Guard Manager (SGM)	\$31.34

Charges for fractions of a calendar month shall be computed at the rate of 1/30th of the applicable monthly charges for each day service is provided.

2. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Invoices shall include the Agreement Number and be submitted not more frequently than monthly in arrears to:

Board of Equalization
Accounting Section
450 N Street, MIC: 23
Sacramento, CA 95814

3. Contractor shall provide a separate detailed monthly invoice that shall include at minimum, the service period, shift times, and the number of guards/site guard supervisor(s) and/or manager(s). Billable hours shall be totaled by the day within the month billed and be separated by the regular hourly rate, overtime hourly rate and by the various guard classifications. Invoices received which are not in compliance will be returned to the Contractor for immediate correction.
4. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

EXHIBIT B - REVISED
Page 2 of 2

BUDGET DETAIL AND PAYMENT PROVISIONS (continued)

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

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 D - REVISED
Page 1 of 2

SPECIAL TERMS AND CONDITIONS

1. **STATEMENT OF CONFIDENTIALITY:** The BOE has tax returns and other data in its custody that is confidential data. Unauthorized inspection or disclosure of state returns or other confidential data is a misdemeanor (Revenue & Tax Code Sections 7056.5, 9266, 30455 and Government Code Section 15619). Unauthorized inspection or disclosure of confidential data that includes Federal returns and other data is a felony. (Internal Revenue Code Sections 7213(a)(1) and 7213 A(a)(1)(B)).

The Contractor's employees who may have access to the BOE's data will be required to sign a statement attesting to the fact that he/she is aware of the confidentiality of tax information and the penalties for unauthorized disclosure thereof.

2. The Contractor and the guards assigned to work at BOE must be in compliance with the Revenue and Taxation Code throughout the term of the agreement. Failure to comply with this provision shall be deemed a breach of this agreement and shall be grounds for cancellation of this agreement.
3. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The State shall only pay for any State or local sales or use taxes on the services rendered or equipment supplied to the State pursuant to this Agreement.
4. **SETTLEMENT OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Chief, Administrative Support Division, of the BOE in Sacramento within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice, the Chief, Administrative Support Division, or designee, shall meet with the Contractor and Contract Manager for purposes of resolving the dispute. The decision of the Chief, Administrative Support Division, shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the solicitation package.

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

EXHIBIT D - REVISED

Page 2 of 2

SPECIAL TERMS AND CONDITIONS (continued)

- ~~4. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operations, which is designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which becomes 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 in writing to the Contractor by the State. The Contractor shall not, however, be required 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.~~
- 6. BACKGROUND CHECK AND FINGERPRINTING OF CONTRACTOR PERSONNEL:** The BOE reserves the right to investigate the personal history of all Contractor personnel who might have access to the BOE's facilities, data systems or confidential materials. BOE may require such contractors, subcontractors or independent contractors and their employees to complete a personal history questionnaire and be fingerprinted. Fingerprints will be sent to the California Department of Justice for information regarding prior criminal history. If a contractor, subcontractor or independent contractor currently performs a personal history investigation on its employees, the BOE may, at its discretion, accept that information in lieu of doing its own investigation.
7. **RIGHT TO TERMINATE:** This Agreement is subject to cancellation by the State (in whole or part) upon thirty (30) days written notice. The State may cancel this Agreement without the 30-day written notice if, in its opinion the State finds cause for immediate termination. The State shall also 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. **FORCE MAJEURE:** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

EXHIBIT E - REVISED

Page 2 of 9

POST ORDERS, HEADQUARTERS (continued)

Personal Hygiene

Good personal hygiene is mandatory. Men's hair shall be neatly trimmed no longer than collar length, mustaches shall be neatly trimmed and shall not extend below the lower lip; beards are not allowed. Women's hair shall not be worn longer than shoulder length. Men and women shall not wear jewelry, other than wristwatches, one ring per hand, and stud type earrings.

Uniforms

Guards must wear clean, neat and complete approved uniforms while on duty. A complete uniform includes company-approved shirt, trousers, shoes (boots), name tags, company designation patches, badge and BOE security badge. Company supplied hats are acceptable for exterior patrols only.

Interior, Exterior and Lobby duty Guards are expected to carry a two-way radio, pen and notepad at all times, including break periods.

All guards permanently assigned to this facility must possess a short sleeved shirt (summer uniform); a long sleeved shirt and necktie (winter uniform) (company patches must be placed and sewn on all shirts in a consistent manner); trousers; company jacket with appropriate patches; name tag; security guard badge; and, for those guards who request, a baseball type hat with company logo.

Summer uniforms shall be required beginning 1 May through 30 September. Winter uniforms shall be required beginning 1 November through 31 March. At each guard's discretion, either winter or summer uniforms may be worn on any day during the months of April and October.

Duty Hours and Breaks

Guards are required to be on duty for a total of eight continuous hours, maintain a high visibility, answer routine questions, and handle minor problems. Each guard shall be permitted a ten (10) minute break period during the first four (4) hours of duty, and a ten (10) minute break period during the second four (4) hours of duty. Additionally, all guards shall be permitted a thirty (30) minute lunch break. All breaks shall be scheduled by the PSS and will be taken in an "on-duty" status; an activated two-way radio must be in the guards' possession while on break. Guards who smoke shall not do so while patrolling the exterior premises, including the parking garage, or in the building. Smoke breaks shall be taken in designated smoking areas, and shall be taken

EXHIBIT E - REVISED

Page 3 of 9

POST ORDERS, HEADQUARTERS (continued)

in a manner consistent with the BOE's Smoking Policy. **The chewing of tobacco is not allowed at any time on the premises of the BOE building. The consumption of alcoholic beverages is not allowed during the assigned work shift.**

Professionalism

Guards are expected to maintain a professional and courteous attitude toward all persons. Should any person who is authorized to conduct business in this facility, use abusive language or display an abusive attitude toward a guard, the guard should identify the individual and provide the person's name and, if possible, the person's badge number to the PSS.

If a person who is not authorized to conduct business in this facility uses abusive language, the guard should attempt to defuse the situation in a professional and polite manner. If the person continues with an abusive attitude, the guard should call the California Highway Patrol (CHP) and notify the Headquarters' Guard Console.

Cooperation with Authorities

Guards are expected to fully cooperate, at all times, with all law enforcement, fire and other emergency personnel, and with all BOE management and Department of General Services (DGS) Building Property Management (BPM) personnel.

Flag Etiquette

The United States and California flags are displayed at this facility Monday through Friday except during foul weather conditions. The flags shall be raised by 0630 hours and lowered, folded and stowed at 1700 hours. Guards are expected to be fully trained in proper flag etiquette. This includes the proper methods of raising, lowering, folding and stowing the flags.

Daily Activity Reports, Incident Reports, Badge Logs, Etc.

On a daily basis, guards shall provide the PSS with the Daily Activity Report and all associated badge logs, etc. for the previous 24-hour period ending at 0600 hours. Additionally, all Incident Reports for the period will be provided to the PSS with the Daily Activity Reports. Incident Reports shall provide details of all events, which are not routine in nature.

AGREEMENT SUMMARY
STD 215 (REV. 1-2014)

AGREEMENT NUMBER 2012-4009	AMENDMENT NUMBER 4
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Inter-Con Security Systems, Inc.	2. FEDERAL I.D. NUMBER 95-3020192
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3. AGENCY TRANSMITTING AGREEMENT Board of Equalization	4. DIVISION, BUREAU, OR OTHER UNIT Administrative Support Division	5. AGENCY BILLING CODE 024391
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6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Kay Weaver, 916-322-2107, AcquisitionsCoor@boe.ca.gov

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) Inter-Con Security Systems, Inc. 2010-71

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Security Guard services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
Security Guard services for BOE HQ.

Amendment 4 extends the term to December 31, 2014, and adds \$475,001.00 to pay for the extended services.
 Amendment 4 also adds language to give BOE authority to fingerprint and do background checks of prospective guards that Inter-Con assigns to BOE.

10. PAYMENT TERMS (More than one may apply.)
 MONTHLY FLAT RATE QUARTERLY ONE-TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	0860-001-0001	12/13	21	2012	\$ 337,500.00
General Fund	0860-001-0001	13/14	20	2013	\$ 737,500.00
General Fund	0860-001-0001	14/15		2014	\$ 400,000.00
OBJECT CODE 3451	AGREEMENT TOTAL				\$ 1,475,000.00

OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 475,001.00
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 999,999.00
ACCOUNTING OFFICER'S SIGNATURE 	DATE SIGNED TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,475,000.00

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	1/1/13	12/31/13	\$ 660,000.00	Exempt
Amendment No. 1	1/1/13	12/31/13	\$ 15,000.00	Exempt
Amendment No. 2	1/1/13	3/31/14	\$ 200,000.00	Exempt
Amendment No. 3	1/1/13	5/31/14	\$ 124,999.00	Exempt
Amendment No. 4	1/1/13	12/31/14	\$ 475,001.00	Exempt
TOTAL			\$ 1,475,000.00	

(Continue)

AGREEMENT SUMMARY

STD. 215 (REV. 1-2014)

13. BIDDING METHOD USED:

- Request for Proposal (RFP), Invitation for Bid (IFB), Use of Master Service Agreement, Sole Source Contract, Exempt from Bidding, Other (Explains) LPA #MSA 7C065000

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Rates negotiated in MSA

17 (a) JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

(3) The services contracts are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

17 (b) EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNER:

DATE:

Table with 3 columns: 18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING? 19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? 20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

Table with 2 columns: 21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? 22. REQUIRED RESOLUTIONS ARE ATTACHED

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

- NO (Explain below) YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: % OF AGREEMENT

Explain:

Exempt

Table with 2 columns: 24. IS THIS A SMALL BUSINESS CERTIFIED BY OFFICE OF SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE SERVICES? SMALL BUSINESS REFERENCE NUMBER

Table with 1 column: 25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN TWO YEARS? (If YES, provide justification)

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

Handwritten signature