



**RFP 22-23-13
REQUEST FOR PROPOSALS
for
Security Services**

Submittal Due on or Before:
May 22nd, 2023 at 2:00pm

Deliver To:
Oro Grande School District
19900 National Trails Hwy
Oro Grande, CA 92368
Attention: Purchasing Department

For Additional Information Contact:
April Lara | Director of Purchasing
bids@orogrande.org

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but no later than, **2:00 PM on May 22nd, 2023**, sealed bids for the purchase of:

Security Services

Bid No. 22-23-13

Oro Grande School District ("District") is requesting proposals from qualified providers for Security Services. The selected Vendor will be responsible for meeting or exceeding all specifications listed in this Request for Proposal (RFP).

Proposals must be submitted in a sealed envelope, and returned by mail or in person to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368 or via email to bids@orogrande.org. All proposals must be clearly marked with bid number and title.

Proposals received later than the designated time and specified will be returned to the bidder unopened. Facsimile submittals of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from the Oro Grande School District website: http://www.orogrande.net/departments/business_services or by contacting April Lara in our Purchasing Department via email to bids@orogrande.org. Please note the Bid No in your email.

TIMELINE

Initial RFP Posting & Official Notice on 05/05/2023

RFP Questions Due from Proposers at 10:00am on 5/12/2023

Districts Response to Questions by 11:00 am on 5/16/2023

RFP Responses Due/Public Bid Opening 2:00 pm on 5/22/2023

Board Approval on 6/7/2023

Notification of Selected Vendor on or before 3:00pm on 6/9/2023

** Subject to change at District discretion*

PURPOSE

Oro Grande School District is seeking proposals from qualified providers to provide manned, unarmed security guard services for Oro Grande School District - Riverside Preparatory Sites and Mojave River Academy Schools.

BACKGROUND

Oro Grande School District empowers students and their families through extraordinary educational choice, excellence in education, a safe environment to learn, rigor in all endeavors, and high expectations. We create schools where all students belong, thrive, and succeed. The Oro Grande School district is located in the town of Oro Grande, California and is composed of four schools, all of which are charter schools or academies that take in students from outside the district. Oro Grande Elementary School, Riverside Preparatory School, and Mojave River Academy. Oro Grande Elementary School serves grades Kindergarten through six in a college preparatory setting. It is the only non-charter school. Riverside Preparatory School comprises of three schools. Riverside Preparatory Elementary, Riverside Preparatory Middle School, Riverside Preparatory High School; all located within the city of Oro Grande. Mojave River Academy serves grades Kindergarten through grade twelve in an Independent Study program. Under the Mojave River Academy Charter system, Oro Grande School District has offices 11 cities outside of Oro Grande located in Bakersfield, Barstow, Beaumont, Colton, Desert Hot Springs, Fontana, Hesperia, Palm Springs, Phelan, Tehachapi, Victorville.

INSTRUCTIONS TO BIDDERS

1. **Format of Proposals:** The Oro Grande School District ("DISTRICT") invites Proposals to be submitted at the time and place stated in the Notice to Bidders. Proposals must be submitted and organized in the order listed below. The proposal shall include, at a minimum, the following:
 - 1.1. Cover letter – Proposer must include a letter of introduction.
 - 1.2. Title Page
 - 1.3. Table of Contents
 - 1.4. Profile of Firm (History, Experience, Changes) – This section should include details regarding the proposer's ability and experience to operate the project as specified in the RFP. The following information should be included:
 - 1.4.1. Corporate hierarchy – i.e., President, Vice President, Corporate Officers, etc.
 - 1.4.2. Corporate overview of services or activities performed.
 - 1.4.2.1. History of firm – Include a brief history of the firm
 - 1.4.2.2. Founding Date (month and year)
 - 1.4.2.3. Firm size – staff and client base
 - 1.4.2.4. Firm's vision and mission statement
 - 1.4.3. Employment practices – policies and procedures, training, including safety training and affiliation/accreditation.
 - 1.4.4. Location of the office from which the work will be provided and the staff allocation at that office.
 - 1.5. Identify Project team including, but not limited to:
 - 1.5.1. Size of Project Team
 - 1.5.2. Education, qualifications, and specific experiences in performing the work that is being solicited in this RFP.
 - 1.5.3. Project Organization Chart.
 - 1.6. Resumes of Key Personnel
 - 1.7. Commitment that key personnel will be available throughout contract and will not be removed without prior approval of District
 - 1.8. Proposer's approach to accomplish the Scope of Work Requirements.
 - 1.8.1. Description of proposer's approach to performing services. Proposals must include a description of the services to be rendered per the scope of work including a detailed proposal.
 - 1.8.2. Provide a work plan or description of how the work will be performed by the vendor. (e.g. – outline a proposed work plan and methodologies that will be employed to accomplish the work)
 - 1.8.3. The name of the Project Manager / Liaison and a list of personnel to be assigned to the project and the roles and qualifications.
 - 1.8.4. Indicate whether your firm will be subcontracting a portion(s) of the work. If so, indicate the name of the subVendor, the portion of the work to be subcontracted, and their State of CA Vendor's License Number (if applicable).
 - 1.8.5. Describe your firm's approach to resolving problems that may be encountered in the field.
 - 1.9. Summary of Contracted Services
 - 1.9.1. Proposer must identify all areas that will be subcontracted and name of the firms performing such work. List their key personnel and their

- qualifications.
- 1.9.2. Proposer must list all services, equipment, and facilities that the proposer has provided and/or operated under contract during the past five (5) years. Include company name, address, phone number, and contact.
 - 1.10. Any other information required by this RFP or its addenda which may not be listed above.
 - 1.11. Bid Form – Proposers shall submit proposed pricing on the attached Bid Form in accordance with the instructions in #3 of the Instructions to Bidders.
2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFP, as your firms' proposal may be deemed non responsive.
 3. Preparation of BID Form: Bids ("Bid" or "Bids") shall be submitted on the attached bid form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the Bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the Bid. Bidders can Bid on individual line items or the Bid as a whole by selecting the box next to the line item on the Bid Form.
 4. Questions: In order for Bidder to receive answers to questions or addenda, DISTRICT must receive the information by **10:00 a.m. May 12, 2023**. If Bidder does not receive confirmation from DISTRICT that its information has been received, Bidder must contact DISTRICT to ensure DISTRICT received the information.
 - 4.1. All questions raised by Bidders will be answered with an Addendum to the bid, each Addendum will be posted on the District website.
 5. Form and Delivery of Bids: The Bid shall be made on the bid form provided, and the complete Bid together with any and all additional materials as required by the Contract Documents, as defined in the Agreement, shall be enclosed in a sealed envelope, addressed and delivered or mailed to DISTRICT's Purchasing Department Attn: April Lara, mailing address: PO Box 386, Oro Grande, Ca 92368 and must be received on or before the time set forth in the Notice to Bidders for the opening of bids. The envelope shall be plainly marked with Bidder's name, address, the bid #, title, and the date and time for opening of bids or via email to bids@orogrande.org clearly marked with the bid #, title, and the date and time for opening of bids.
 - 5.1. It is the Bidder's sole responsibility to ensure that its Bid has been received in the Purchasing Department prior to the scheduled closing time for receipt of bids.
 - 5.2. In accordance with Government Code section 53068, any Bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the Bidder unopened. At the time set forth in the Notice to Bidders for the opening of bids, the sealed Bids will be opened and read out loud.
 6. Signature: Any signature required on the Contract Documents must be signed in the name of Bidder, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one

signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Bid. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Bidder is a joint venture or partnership, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

7. Modifications: Bidder shall not modify the Bid Form. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form, Contract, or other District-provided documents. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in DISTRICT's rejection of the Bid as not being responsive to the invitation to bid. No oral or telephonic modification of any Bid submitted will be considered.
8. Erasures, Inconsistent or Illegible Bids: The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the Bid. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event DISTRICT determines that any Bid is unintelligible, inconsistent or ambiguous, DISTRICT may reject such Bid as not being responsive to the invitation to bid.
9. Examination of Contract Documents: At its own expense and prior to submitting its Bid, each Bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid; determine the character, quality, and quantity of the equipment, materials and/or supplies to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The failure or omission of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions to Bidders. Bidders shall not at any time after submission of the Bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or quantity of equipment, materials and/or supplies to be provided. EXECUTION OF CONTRACT – ISSUANCE OF A PURCHASE ORDER SHALL BE EVIDENCE.
10. Award of Contract: DISTRICT reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bid or in the bidding. If two identical low Bids are received from responsible Bidders, DISTRICT will determine which Bid will be accepted pursuant to Public Contract Code section 20117. The award of the Contract, if made by DISTRICT, will be by action of the Governing Board and to the lowest responsible Bidder therefore from among those Bidders responsive to the call for bids. Each Bid must conform and be responsive to the Contract Documents.
11. Competency of Bidders: In selecting the lowest responsible Bidder, consideration will be

given not only to the financial standing but also to the general competency of Bidder for the performance of the work or the supply of equipment and/or supplies covered by the Bid. By submitting a Bid, each Bidder agrees that DISTRICT, in determining the successful Bidder and its eligibility for the award, may consider Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Bidder's performance of the work or the supply of equipment and/or supplies. To this end, each Bid shall be supported by a completed and pre-approved pre-qualification packet. Packets shall be completed online and will be accepted up until **5/22/2023 at 2:00pm**. In addition, DISTRICT may conduct such investigations as DISTRICT deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidder to do the work and/or supply equipment and/or supplies in accordance with the Contract Documents to DISTRICT's satisfaction within the prescribed time; and DISTRICT reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the satisfaction of DISTRICT. If the work or supply of equipment and/or supplies requires a license, no Bid will be accepted from a Bidder who is not licensed in accordance with applicable State law.

12. **Workers' Compensation:** In accordance with the provisions of Section 3700 of the Labor Code, Bidder shall secure the payment of compensation to all employees. Bidder shall sign and file with DISTRICT together with the executed Agreement the following certificate prior to performing the work or providing the equipment and/or supplies under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions prior to the execution of the Agreement." The form of such certificate is included as a part of the Contract Documents.
13. **Anti-Discrimination:** It is the policy of DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Bidder agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
14. **Hold Harmless:** Bidder shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
 - 14.1. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Bidder or any person, firm or corporation employed by Bidder upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Vendors who are directly employed by DISTRICT.
 - 14.2. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Bidder, or any person, firm, or corporation employed by Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on

- or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Bidder, either directly or by independent contract, and not by the active negligence of DISTRICT.
- 14.3. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
- 14.4. Bidder, at Bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
15. Excise Taxes.
- 15.1. Bidder will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it; and all taxes arising out of its operations under the Contract Documents.
- 15.2. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that DISTRICT is a political subdivision of the State of California for the purposes of such exemption and (2) that the sale is for the exclusive use of DISTRICT. No excise tax for such materials shall be included in any Bid price.
16. Sales Tax: Bidder shall include San Bernardino County, California sales tax in its Bid (7.75%) as outlined on the Bid Form.
17. Delivery Charges: Bids must be priced F.O.B. destination unless the Contract Documents invite quotations for delivery and freight to be set apart or as separate cost items.
18. Status of Bidder: Bidder is, and shall at all times be deemed to be, an independent Vendor and shall be wholly responsible for the manner in which it performs the work or services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the work or services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the Bidder to determine compliance with the terms of the Agreement.
19. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this section.
20. District's Right to Terminate Contract:
- 20.1. Termination for Cause: If Bidder refuses or fails to deliver the equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Bidder should be adjudged bankrupt, or if Bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly

refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver equipment and/or supplies as to ensure complete delivery within the time specified, or if Bidder persistently disregards laws, ordinances or instructions of DISTRICT, or if Bidder should otherwise be guilty of a substantial violation of any provision of the Agreement, then Bidder shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Bidder of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, Bidder shall not be entitled to receive any further payment until performance is completed.

20.1.1. In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and Bidder; and surety shall have the right to take over and perform the Agreement, provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform the Agreement or does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Bidder. Bidder and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned DISTRICT thereby. Time is of the essence in the Agreement. If DISTRICT takes over the work as hereinabove provided, DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to Bidder as may be on the site of the work and necessary therefor.

20.1.1.1. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to Bidder. If such expense shall exceed such unpaid balance, Bidder shall pay the difference to DISTRICT.

20.2. Termination for Convenience: DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, Bidder shall:

20.2.1. Cease operations as directed by DISTRICT in the notice;

20.2.2. Take actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and

20.2.3. Not terminate any insurance provisions required by the Contract Documents.

20.2.4. In case of such termination for DISTRICT's convenience, Bidder shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.

20.2.5. The foregoing provisions are in addition to and not in limitation of any other

rights or remedies available to DISTRICT.

21. Substitution for Specified Items: Whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal," and Bidder may, under the provisions of Public Contract Code section 3400, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If the material, process or article offered by Bidder is not, in the opinion of DISTRICT, substantially equal or better in every respect to that specified, then Bidder shall furnish the material, process, or article specified.
- 21.1. With respect to major equipment or material items listed in the bid, unless Bidder clearly indicates in its Bid that it is proposing to use an "equal" product, its Bid shall be considered as offering a product referred to by the brand name specified for the equipment or material items listed in the bid. The brand name, if any, of the proposed substitute product shall be inserted in the space provided in the Bid Proposal. The awarding of the Contract to a Bidder who has indicated in its Bid that it is proposing to use an "equal" product shall not constitute an admission by DISTRICT of the equality of that product. It is expressly understood and agreed by Bidder that, in so awarding the Contract, DISTRICT reserves the right to reject any such proposed substituted product. It is further expressly understood and agreed by Bidder that in the event DISTRICT rejects a proposed "equal" product, Bidder will then supply either a product designated by brand name in the specifications or a substitute therefore which meets with the approval of DISTRICT.
- 21.2. With respect to all proposed substitutions of "equal" products, both items of equipment and that of any materials, process, or article specified in the Contract Documents, no substitutions shall be made until approved, in writing, by DISTRICT. The burden of proof as to equality of major equipment or any material, process, or article shall rest with Bidder. Bidder shall submit with its Bid any request for substitution, together with complete manufacturer's catalogs, brochures, drawings, samples, certified copies of test reports and other substantiating data for substitution of an "or equal" item. In this regard, Bidder should note that DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The provisions included in this section authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of the Agreement. Unless extended by mutual agreement of the parties, DISTRICT shall notify the Bidder of its decision concerning the proposed substitution of "equal" items within five (5) days after the Contract has been awarded. Such a decision shall be final and conclusive.
- 21.3. The time limitations contained in this section shall be complied with strictly. Should Bidder fail to request the substitution of an alternative item at the times and in the manner set forth herein, the Bid submitted by Bidder shall be considered as offering the product(s) referred to by the brand name(s) specified for the equipment or material, process or article listed in the Contract Documents.
- 21.4. In the event that Bidder furnishes equipment, supplies or materials more expensive than that specified, the difference in cost of such equipment, supplies or materials so furnished shall be borne by the Bidder.
- 21.5. By making requests for substitutions, Bidder:
 - 21.5.1. represents that Bidder has personally investigated the proposed substitute

- product and determined that it is equal or superior in all respects to that specified;
 - 21.5.2. represents that Bidder will provide the same warranty for the substitution that Bidder would for that specified;
 - 21.5.3. certifies that the cost data presented is complete and includes all related costs under the Agreement except DISTRICT's costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
 - 21.5.4. will coordinate the installation of the accepted substitute, making such changes as may be required for completing performance under the Agreement in all respects.
- 22. Delivery of Equipment and/or Supplies: All work required by the Contract Documents must be completed within the time limits set forth in the Notice Inviting Bids. Should Bidder fail to complete all such work in a timely manner, Bidder shall be deemed to be in default and DISTRICT may avail itself of any or all legal or equitable remedies.
- 23. Drug-Free Workplace Certification: Pursuant to Government Code sections 8350 et seq., Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. Bidders will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
- 24. Patents, Royalties, and Indemnities: Bidder shall hold and save DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of DISTRICT or its officers, agents, or employees.
- 25. Protection of Persons and Property: Bidder has been advised and is aware that DISTRICT has adopted Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. Bidder shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all Bidder's employees while on DISTRICT property. Bidder understands and agrees that should any employee of Bidder violate Board Policy, after having already been warned once for violating DISTRICT's tobacco-free policy, Bidder shall remove the individual from the Project for the duration of the Agreement. Bidders shall not be entitled to any additional compensation and/or time in completing performance of the Agreement as a result of such removal.
 - 25.1. Bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered until completion and final acceptance by DISTRICT.
 - 25.2. Bidder shall provide evidence of insurance with the following minimum limit of liability:
 - 25.2.1. Commercial General Liability Insurance on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate

- limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than \$4,000,000).
- 25.2.2. Property Damage Insurance in an amount not less than \$1,000,000.
 - 25.2.3. Automobile and Truck Insurance in an amount not less than \$1,000,000 per person, per accident.
 - 25.2.4. Workers' Compensation with statutory limits and Employer's Liability Insurance with limits of liability of not less than \$1,000,000 for bodily injury by accident; \$1,000,000 per employee for bodily injury by disease, and \$1,000,000 for bodily injury by disease.
 - 25.2.5. Bidder shall name DISTRICT as an additional insured in all policies, all of which shall be open to inspection by all parties in interest. A minimum 30-day notice of cancellation is required. The Insurance Certificate/Additional Insured section shall be project specific. Bidder shall not commence performance of the Contract without such proof of insurance. Bidder shall provide proof of insurance coverage to DISTRICT within 72 hours subsequent to the submission of the Bid or shall be deemed non responsive.
26. Bidder Claims: If Bidder shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, Bidder shall, within five (5) days after sustaining such damage, make to DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Bidder shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall have been made as thus required, Bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
27. Non-Conforming Equipment and Supplies: Bidder shall promptly remove from the premises all equipment or supplies delivered by Bidder and identified by DISTRICT as failing to conform to the Contract, whether incorporated or not. Bidder shall promptly replace the non- conforming equipment and supplies to comply with the Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.
- 27.1. If Bidder does not remove such equipment or supplies within a reasonable time, fixed by written notice, DISTRICT may remove it and store the material at Bidder's expense. If Bidder does not pay the expenses of such removal within ten (10) days thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Bidder.
28. Assignment of Antitrust Actions: Section 7103.5(b) of the Public Contract Code provides:
- 28.1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Vendor offers and agrees to assign to the awarding body [DISTRICT] 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, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Vendor, without further acknowledgment by the

- parties.
- 28.2. Bidder agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action Bidder may have under the Contract. This assignment shall become effective at the time DISTRICT tenders final payment to Bidder.
29. Notice and Service Thereof: Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
- 29.1. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- 29.2. If notice is given to Bidder, by personal delivery thereof to said Bidder or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said Bidder at its regular place of business or at such other address as may have been established for the conduct of work under the Contract, and sent by registered or certified mail with postage prepaid; or
- 29.3. If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.
30. No Assignment: Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of DISTRICT; and Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of DISTRICT, be terminated, revoked and annulled, and DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by DISTRICT in accordance with the Contract.
31. No Waiver: The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

32. Bid Protest. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3rd) business day following bid opening.
- 32.1. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. A Bidder may not rely on the bid protest submitted by another Bidder.
- 32.2. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- 32.3. The protest must refer to the specific portions of all documents that form the basis for the protest.
- 32.3.1. Without limitation to any other basis for protest, an inadvertent error in listing the California Vendor's license number on the Designated SubVendors List shall not be grounds for filing a bid protest or grounds for considering the bid non responsive if the correct Vendor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subVendor.
- 32.3.2. Without limitation to any other basis for protest, an inadvertent error listing an unregistered sub Vendor shall not be grounds for filing a bid protest or grounds for considering the bid non responsive provided that any of the following apply:
- 32.3.2.1. The sub Vendor is registered prior to the bid opening.
- 32.3.2.2. The sub Vendor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
- 32.3.2.3. The sub Vendor is replaced by another registered sub Vendor pursuant to Public Contract Code section 4107.
- 32.3.3. The protest must include the name, address and telephone number of the person representing the protesting party.
- 32.3.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 32.3.5. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

REQUIRED FORMS

The following forms must be completed and submitted with the bid/proposal. Failure to provide all documents enumerated below may result in the bidder's bid being deemed non-responsive.

- ☐ Bid Form
- ☐ Bid Bond
- ☐ Non-Collusion Affidavit

BID FORM

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM:

Proper Name of Bidder ("Bidder")

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete Contract Documents, as defined in the Agreement, the local conditions affecting the performance of the Contract, as defined in the Agreement, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a good workmanlike manner all of the work required in connection with **Bid No: 22-23-13 Security Services**, all in strict conformity with the Contract Documents.
2. **ADDENDA:** The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

3. **PRICE:**

☐ **LINE ITEM 1: Oro Grande School District - Riverside Preparatory Sites**

Hourly Rate Per Security Officer: _____ Dollars and _____ Cents. (\$_____).

Overtime Rate Per Security Officer: _____ Dollars and _____ Cents. (\$_____).

Said sums include all applicable taxes and costs.

☐ **LINE ITEM 2: Oro Grande School District - Riverside Preparatory Sites (Special Events)**

Hourly Rate Per Security Officer: _____ Dollars and _____ Cents. (\$_____).

Overtime Rate Per Security Officer: _____ Dollars and _____ Cents. (\$_____).

Said sums include all applicable taxes and costs.

☐ **LINE ITEM 3: Mojave River Academy Schools**

Hourly Rate Per Security Officer: _____ Dollars and _____ Cents. (\$_____).

Overtime Rate Per Security Officer: _____ Dollars and _____ Cents. (\$_____).

Said sums include all applicable taxes and costs.

☐ **LINE ITEM 4: Mojave River Academy Schools (Special Events)**

Hourly Rate Per Security Officer: _____ Dollars and _____ Cents. (\$_____).

Overtime Rate Per Security Officer: _____ Dollars and _____ Cents. (\$_____).

Said sums include all applicable taxes and costs.

4. In submitting this Bid, the Bidder acknowledges that the Instructions to Bidders is an integral part of the Contract Documents and that the Instructions to Bidders has been read, understood and accepted by Bidder. Bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Bidders and agrees to strictly abide by their meaning and intent.
5. It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids
6. The required Information Required of Bidder is hereto attached.
7. The required Non-collusion Affidavit is hereto attached.
8. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract in the form attached hereto in accordance with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified in Section 3 of the Instructions to Bidders within five (5) calendar days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract on the date to be stated in DISTRICT's Notice to Proceed delivered to Bidder, and shall be completed by Bidder in the time specified in the Contract Documents.
9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

-
-
10. The name of all persons interested in the foregoing proposal as principals are as follows:
-

(IMPORTANT NOTICE: Bidder or other interested person is a corporation, state legal name of corporation and the names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm and the names of all individual co- partners composing firm; if Bidder or other interested person is an individual, state first and last name in full.)

11. Pursuant to Government Code section 4552, in submitting this Bid, Bidder offers and agrees that if the Bid is accepted, it will assign to DISTRICT 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. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services by Bidder for sale to DISTRICT pursuant to the Bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to Bidder.
12. If Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation. See Section 4 of the Instructions to Bidders for additional information.
13. It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in Section 3 of the Instructions to Bidders and required bonds to DISTRICT within five (5) calendar days of receiving notice of the award of the Contract to Bidder, the successful bidder shall be deemed to be in default, and the DISTRICT may award the Contract to the next lowest bidder.
14. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Bidder shall indemnify, hold harmless and defend DISTRICT against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with IRCA.
15. It is understood and agreed that, if requested by DISTRICT, Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

Phone Number

E-Mail Address

By: _____
Signature of Bidder Representative

Date: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____ as Principal ("Principal"),
and _____ as Surety ("Surety"), a corporation organized
and existing under and by virtue of the laws of the State of _____ and authorized to do business as a
surety in the State of California are held and firmly bound unto the Oro Grande School District ("District") of
_____ County, State of California as Obligee, in the sum of
_____ (\$ _____) lawful
money of the United State of America, for the payment of which sum well and truly to be made, we and each of us,
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for
all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the
Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written
contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful
performance and the other guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully
reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the
Principal to enter into the written contract and to file the required performance and labor and material bonds, and
to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this
obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the
sum stated above shall be due immediately if the Principal fails to execute the Contract within seven (7) days of
the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to
the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications
accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of
any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the
work, or to the specifications.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all
costs incurred by the Obligee in such a suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from
the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90)
days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety

above named, on the _____ day of _____, 20_____

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidders must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgement for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

REQUIRED CONTRACT FORMS

- ☐ Service Agreement
- ☐ Criminal Records Check Certification
- ☐ Drug-Free Workplace Certification
- ☐ Tobacco-Free Workplace Certification
- ☐ Workers' Compensation Certification

ORO GRANDE SCHOOL DISTRICT

SERVICE AGREEMENT

THIS AGREEMENT, made the ____ day of _____ in the year _____, in the county of San Bernardino, State of California, by and between the Oro Grande School District hereinafter called the "DISTRICT" and _____ hereinafter called "VENDOR".

WITNESSETH that the District and the Vendor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Vendor shall perform all work within the scope stipulated in the RFP 22-23-13 and shall provide all labor, materials, equipment, and transportation to perform and complete all work required in strict compliance with the contracts documents as specified in RFP 22-23-13.

- A schedule for security coverage will be provided to the Vendor by the District.
- Any changes to the schedule will be communicated via written notice no less than 72 hours prior to the start date needed.

ARTICLE 2 – LENGTH OF AGREEMENT: The term of the Agreement is **July 1, 2023 through June 30, 2024** with option(s) to extend annually by written notice from the District, but the contract in its entirety may not exceed a five year term.

ARTICLE 3 – CONTRACT PRICE: The District shall pay to the Vendor the price agreed upon within the rate on the Bid Form for RFP 22-23-13. Vendor shall invoice the District on a monthly basis for hours worked the previous month. Payments shall be received by the 5th day of each month and processed upon submission. All Vendor invoices shall be paid upon approval by District Designee. Invoices shall be submitted directly to Accounts Payable Department and can be sent via email

Accounts_Payable@orogrande.org or Mailed to:

Oro Grande School District
Attn: Accounts Payable
PO Box 386
Oro Grande, CA 92368

ARTICLE 4– PROVISIONS REQUIRED BY LAW:

- A. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- B. If Vendor is an individual, he or she shall certify whether or not Vendor is a retired member of the State Teachers Retirement System of the State of California. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 5- COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consist of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Signed Agreement
- Insurance Certificates and Endorsements
- Vendor's Certificate Regarding Workers' Compensation
- Certification of Completion School Security Guard Training. Business and Professions Code (BPC) section 7583.45.BPC section 7583.45 requires completion of a training course developed by BSIS in consultation with the Commission on Peace Officers Standards and Training (POST).
- Fingerprint and Background Certification: Business entities entering into a Service Agreement with the District shall comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations.
 - ☐ Vendor and/or Vendor Parties will not be present on a District site and will not have limited or no contact with District students during the term of this Agreement.
 - ☒ The Vendor shall Conduct the required criminal background check(s) of all persons who will be providing services to the Oro Grande School District on behalf of this business District, and that none of those persons have been reported by the Department of Justice ("DOJ") as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from the DOJ regarding those persons named. Upon request, Vendor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. I agree to keep this list current and to notify Oro Grande School District of any additions/deletions as they occur.
- Megan's Law (Sex Offenders) I have verified and will continue to verify that the employees of the Vendor having contact with School students under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).
- Covid-19 Certification:
 - ☐ Vendor and/or Vendor Parties will not be present on a District site and will not have limited or no contact with District students during the term of this Agreement.
 - ☒ Vendor and/or Vendor Parties shall or may perform services on a District school site when District students are present during the term of this Agreement and, at no cost to District The Vendor and/or Vendor Parties shall comply with the current COVID-19 certification requirements and safety standards in accordance with the Centers for Disease Control and Prevention (CDC) and local/county/state guidelines. Vendor further agrees and acknowledges that the District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.
- Tuberculosis Certification: The Vendor and/or Vendor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of California Education Code Section [49406](#). Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:
 - ☐ Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.
 - ☒ The following Contracted Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of California Education Code Section 49406:

Vendor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by the Vendor and shall be available to the District upon request or audit. Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

- **Conflict of Interest Certification.** By signing below the Vendor and/or Vendor Parties hereby represents and warrants to the District they have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Vendor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code. Vendor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Vendor and shall be available to the District upon request or audit.

ARTICLE 6- INSURANCE: Vendor shall maintain the following insurance during the life of this Agreement and shall provide the District with a current certificate of insurance evidencing its insurance coverage. The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy, with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. The District assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by the Vendor under this Agreement. The insurance shall protect the Vendor from the claims set forth below that may arise out of or result from the Vendor's performance of services or failure to perform services under this Agreement:

- Workman's Compensation
 - \$1,000,000 per accident for bodily injury or disease
- Comprehensive General Liability
 - Personal Injury: Property Damage:
 - \$2,000,000 Each Occurrence \$4,000,000 Aggregate
- Comprehensive Automobile Liability
 - Bodily Injury: Property Damage:
 - \$1,000,000 Each Person/Occurrence \$1,000,000 Each Occurrence
- Professional Liability
 - \$1,000,000 Each Occurrence \$2,000,000 Aggregate
- Primary Coverage. For any claims related to this Agreement, the Vendor's insurance coverage shall be primary insurance as it respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it
- Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

ARTICLE 7- INDEPENDENT Vendor: Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the District and Consultant. Consultant shall provide all services under this agreement as an independent Vendor, and neither party shall have the authority to bind or make any commitment on behalf of the other.

ARTICLE 8– CANCELLATION: The District reserves the right to cancel the agreement without cause and subject to a thirty-day written notice.

ARTICLE 9– HOLD HARMLESS AGREEMENT: Vendor shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of

- a. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Vendor or any person, firm or corporation employed by Vendor upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Vendors who are directly employed by DISTRICT.
- b. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Vendor, or any person, firm, or corporation employed by Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Vendor, either directly or by independent contract, and not by the active negligence of DISTRICT.
- c. Any dispute between Vendor and its subVendors/ suppliers.
- d. Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

Oro Grande School District

BY _____

William Flynn

TITLE: Assistant Superintendent of Business Services

BY _____

Print Name

TITLE: _____

DATE: _____

DATE: _____

CRIMINAL RECORDS CHECK CERTIFICATION

(Vendor Fingerprinting Requirements)

VENDOR CERTIFICATION

_____ ("Vendor") certifies that it has performed one of the following:

Pursuant to Education Code Section 45125.1, Vendor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Oro Grande School District, pursuant to the contract/purchase order dated and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively. As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

Vendor's Representative Signature

Date

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful bidder pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the Vendor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Bid No. 22-23-13 Security Services

In signing below, Vendor covenants that it has complied with the signature requirements described in Section 4 of the Instructions to Bidders.

_____ (Vendor)

Date: _____

By: _____

Title: _____

TOBACCO-FREE WORKPLACE CERTIFICATION

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- a. The undersigned is a duly-authorized representative of the Vendor and, in that capacity, has executed this certification on behalf of the Vendor.
- b. The Vendor shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel: All properties and facilities operated by the Hesperia Unified School District, including, without limitation, the Project Site, are tobacco-free workplaces. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Vendor shall require each person (including, without limitation, any employee of the Vendor or supplier) found in violation of these requirements to permanently leave the Project Site, and the Vendor shall not thereafter permit such person to be present in, on or at the Project Site.

_____ (Vendor)

Date: _____

By: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of the Contract.

If Vendor is a corporation, this certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer. See Section 5 of Instructions to Bidders for additional information.

In signing below, Vendor covenants that it has complied with the signature requirements described in Section 5 of the Instructions to Bidders.

SIGNATURES FOLLOW ON NEXT PAGE

WORKERS' COMPENSATION CERTIFICATION

(Proper Name of Vendor)
By: _____

(Signature of Authorized Signor)

(Title of Signor)
By: _____

(Signature of Authorized Signor)

(Title of Signor)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

PROVISIONS OF THE CONTRACT

SPECIAL PROVISIONS

1. Effect of Special Provisions. These Special Provisions establish specific requirements applicable to the Work, and/or the worksite. To the extent these Special Provisions conflict with any provisions of the other Contract Documents, expressly modify the other Contract Documents, or establish requirements in addition to those set forth in the other Contract Documents, the Special Provisions shall to that extent govern over the other Contract Documents; however, the unaffected provisions of the other Contract Documents shall remain in full force and effect.
2. Applicable Laws, Regulations, Ordinances, or Other Requirements. In addition to other requirements described in the Contract Documents, the Vendor must obtain or otherwise comply with the requirements described below in this Section.
3. Employee Background Checks. If this Section initially does NOT require that the Vendor comply with Section 3.5 of the General Provisions, the District reserves the right in appropriate circumstances to subsequently require that the Vendor comply with Section 3.5 of the General Provisions, including, without limitation, if the time for performance of the Work is, for any reason, extended beyond the time initially permitted pursuant to the Contract. Section 3.5 of the General Provisions initially shall:
 - a. X be in effect and apply to the Contract.
 - b. NOT be in effect or apply to the Contract.
4. Vendor General liability Insurance. The General Liability Policy described in Section 8.1 of the General Provisions must have coverage limits of not less than \$2,000,000.00 combined single limit per occurrence and \$4,000,000.00 aggregate.
5. Vendor Automobile Liability Insurance. The Vehicle Liability Policy described in Section 8.2 of the General Provisions must have coverage limits of not less than \$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate.
6. Workers' Compensation. Statutory. As required by the State of California.
7. Employer's Liability. The Employer's Liability Policy must have coverage limits of not less than each accident \$1,000,000.00 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
8. Professional Liability Insurance. The Professional Liability Policy must have coverage limits of not less than \$1,000,000.00 per occurrence.
9. Business and Professions Code(BPC). BPC section 7583.45 requires completion of a training course developed by BSIS in consultation with the Commission on Peace Officers Standards and Training (POST).

GENERAL PROVISIONS

1. ADMINISTRATIVE

- 1.1. **Definitions.** Each capitalized term that is defined in any of the Contract Documents shall have such meaning for purposes of all of the Contract Documents, despite not being defined in any other of the Contract Documents.
- 1.2. **Authority of the District Representative.** The District Representative shall have the authority for general supervision and control of the work performed on the worksite. The District Representative has the authority to determine the amount, quality, acceptability, and fitness of all parts of the work, and to decide all questions pertaining to the work. The District Representative shall have authority to stop any or all of the work whenever, in the District Representative's opinion, the job duties are not being executed in accordance with applicable requirements or in a proper manner.
- 1.3. **Ownership of Contract Documents.** All copies of any Contract Documents shall remain the property of the District. The Vendor shall not use or allow the use of the Contract Documents or any portion or provision thereof in connection with any work other than the Work. With the exception of one set of the signed Contract and other Contract Documents to be retained in the Vendor's records if desired by the Vendor, all copies of all Contract Documents are to be returned to the District upon completion and acceptance of the Work.

2. Vendor's PERFORMANCE.

- 2.1. **Independent Vendor Status.** The Vendor shall, for all purposes of the Contract, is deemed to be an independent Vendor. The Vendor shall not be deemed or construed to be an officer, employee, agent, consultant or representative of the District for any purpose related to the Work or the Project, except to the extent expressly authorized in writing by the District.
- 2.2. **Standard of Performance.** The Vendor represents and warrants that it has the professional skill, knowledge and experience necessary to perform the Work during the duration of the Contract. The Vendor shall apply such skill, knowledge and experience while in Contract, at a minimum level at least equal to that expected generally of professionals employed in public schools within the State. The Vendor shall perform the Work in accordance with standards not less than established by applicable laws, rules and regulations, industry and trade association standards, manufacturers' recommendations, and, if any, community or area standards. The Vendor represents and warrants that all of its employees shall have sufficient skill, knowledge and experience to perform the Work that will be assigned to them.
- 2.3. **Licenses.** The Vendor represents and warrants that it currently has, and that it shall maintain until completion of the contract, all licenses, permits, qualifications and approvals of whatever nature as are legally required to permit the Vendor to perform the Work required pursuant to the Contract.
- 2.4. **Solicitation of Contract.** The Vendor Hereby represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor Or its subVendor(s), to solicit or secure the Contract on behalf of the Vendor. The Vendor also hereby represents and warrants that it has not paid, and has not agreed to pay, any company or person, other than a bona fide employee working solely for the Vendor Or its subVendor(s), any fee, commission, percentage, brokerage gift or other consideration that is or was contingent upon the

award of the Contract to the Vendor. Breach or violation of these representations and warranties shall result in the District having the right to terminate the Contract without further obligation or liability to the Vendor.

2.5. **Conflict of Interest.** The Vendor represents and warrants that, for the term of the Contract, it shall not accept, encourage or solicit from any Governing Board member, officer or employee of the District any funds or act(s) that may result in a direct financial interest in the Contract or any present or anticipated material benefit arising from the Contract.

2.6. **Project Records.** The Vendor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, the Contract, Specifications, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, Certificates of Insurance, the costs of administering the Contract, and safety records. The Vendor shall keep such accurate and comprehensive Project Records as are: (i) necessary for proper administration and performance of the Work; and (ii) required by law or the Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Project Records during the three-year period following final payment to the Vendor pursuant to the Contract. In addition, the District, hereby has the right to examine, review, audit and/or copy the Project Records during the four-year period following final payment to the Vendor pursuant to the Contract. Therefore, the Vendor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for four (4) years from the end date of the contract. However, if any audit is commenced within a four (4) year period, the Vendor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Vendor that federal funds have been used in connection with the Project, the Vendor shall retain and make available the Project Records for such a longer period as may be required by federal law.

3. **EMPLOYEES.**

3.1. **Site Manager.** The Vendor shall have present on the worksite at all times during the course of the contract an experienced and competent Site Manager and any necessary assistants, all satisfactory to the District, who shall supervise the Work and the Vendor's employees on the worksite. The Site Manager shall not be changed except with the written consent of the District, unless the Vendor determines that the Site Manager's performance is unsatisfactory or in the event the Site Manager is no longer employed by the Vendor. If the District determines that the performance of any Site Manager or assistant is not, for any reason, not satisfactory, the Vendor must promptly replace the Site Manager or assistant with someone reasonably acceptable to the District. The Vendor shall not thereafter suffer or permit any such person to perform any of the Work or to be present on or at the worksite. The Site Manager shall represent the Vendor and all instructions given to the Site Manager shall be as binding on the Vendor as if given to the owner(s) or other primary representative(s) of the Vendor. Upon request of the District, the Vendor shall confirm in writing to the District any oral instructions given to the Vendor through its Site Manager.

3.2. **Vendor's Employees.** The employees of the Vendor shall at all times be under the

Vendor's exclusive direction and control on the worksite. The Vendor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the work, as required by law. Vendor shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, federal and state income tax withholdings, unemployment insurance, and workers' compensation insurance. The Vendor shall employ only competent workers for execution of the contract and shall not employ any person who is unfit or unskilled in the work assigned to him or her. The Vendor shall at all times enforce strict discipline and good order among its employees performing any portions of the work. The Vendor shall supervise and control its employees performing any portions of the Work to ensure adequate performance and discipline. The Vendor shall immediately remove from the Project and Project Site any person, regardless of whether employed directly by the Vendor who is determined by the District to be uncooperative, incompetent, or a threat to the safety of persons or the Work, or who fails or refuses to perform the Work in a manner acceptable to the District. The Vendor shall not thereafter suffer or permit any such person to perform any of the work or to be present on or at the worksite.

- 3.3. **Prohibition Against Unlawful Discrimination.** The Vendor represents and warrants that it is an equal opportunity employer and it shall not discriminate in violation of any applicable federal, State, or other law, rule, regulation, or governmental requirement, including, but not limited to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex or age. The Vendor must apply such a policy of non-discrimination in connection with all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination of Vendor's employees.
- 3.4. **Subletting and Subcontracting Fair Practices Act.** The Vendor shall comply with all provisions of the "Subletting and Subcontracting Fair Practices Act" set forth at Public Contract Code Section 4100 et. seq. The Vendor shall not subcontract any portion of the Work except as indicated. If the Vendor failed to identify a sub Vendor for any portion of the Work in excess of one-half of one percent of its total bid, or if the Vendor identified more than one sub Vendor for the same portion of work to be performed under the Contract, the Vendor agrees that it is fully qualified to perform, and the Vendor shall perform, that portion of the Work with its own forces, not by using any sub vendor(s).
- 3.5. **Procedures to Prevent Contact with Students.**
- 3.5.1. Significance of Requirements. This Section shall be applicable to the Contract if so, specified in the Special Provisions. If applicable, the District has determined that persons assigned to the Work or who otherwise will be present at, on or in the vicinity of the Project Site on account of the Work may have more than "limited contact" with minor-aged students.
- 3.5.2. Employee Background Checks. The Vendor, consistent with Education Code Section 45125.1, shall require and be responsible for ensuring that each person who will be at, on or in the vicinity of the Project Site on account of the Work shall comply with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks. The Vendor shall certify in writing to the District, using the "Employee Background Check Certification" form, which is one of the

Required Contract Forms, that no person assigned to the Work or who otherwise will be present at or on the Project Site has been convicted of any serious or violent felonies (as described in Education Code Section 45122.1). The Vendor must attach to the executed Employee Background Check Certification form a list of all persons to whom the certification applies. The Vendor shall prohibit and prevent each and every person who will be at, on or in the vicinity of the Project Site on account of the Work (including not only all persons assigned to the Work directly by the Vendor, but also all persons assigned to the Work by any subVendor, material man, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work) from being present at, on or in the vicinity of the Project Site unless and until the Vendor provides the required certification including such person to the District.

- 3.5.3. Consequences of Non-Compliance with Requirements. Due to the possible adverse consequences of contact with students and other minor-aged individuals, any failure by the Vendor to ensure compliance with the requirements of this Section 3.7 shall be deemed and construed to constitute a material breach of the Contract, upon which the District, in its sole discretion, may immediately terminate the Contract without any further compensation to Vendor and/or pursue all other rights and remedies it may have against the Vendor pursuant to law or the Contract.

4. WORK AND SITE CONDITIONS.

- 4.1. **Work Permits and Licenses.** The Vendor shall obtain, at its own expense, all permits and licenses of a temporary nature necessary for the performance of the Work, including, but not limited to, any required business licenses, permit(s), Cal-OSHA safety-related permits if applicable. The Vendor shall procure and pay for all licenses required in its trade classification by any city, county, or the State, except for those specified in Section 5.2 of these General Provisions.
- 4.2. **Manpower Requirements.** At any time during the term of the contract, the District may determine in its reasonable discretion that the Vendor is not employing sufficient manpower on the worksite to reasonably complete the job duties. In such an event, within seventy-two (72) hours of any request by the District, the Vendor shall provide such additional manpower as the District determines is necessary to complete job duties in a timely manner. Any failure by the Vendor upon the District's request to provide such additional manpower as is required by the District shall constitute grounds for termination of the Vendor and/or the subVendor. As an alternative to termination, the District, in its sole discretion, may determine to supplement the work-force of the Vendor in order to ensure timely completion of job duties, and the cost thereof shall be deducted from amounts due to the Vendor pursuant to the Contract, and no such action by the District shall be deemed or construed to constitute interference by the District with the Contract or the Vendor's right to perform the work.
- 4.3. **Safety.** Vendors shall perform job duties so as to avoid injury or damage to any person, including, without limitation, District employees, students, visitors and others, or to any property. In carrying out the Work, the Vendor and its employees shall at all times be in compliance with all applicable local, State and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of

employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Required safety precautions may include, but are not necessarily limited to: (i) adequate life protection and lifesaving equipment; (ii) adequate illumination for underground and night operations; (iii) instructions in accident prevention for all employees, such as safe walkways, confined space procedures, fall protection and other safety devices; (iv) equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries. The Vendor shall take steps to ensure compliance with all safety measures applicable in particular operations or kinds of work, including sufficient safeguards, such as lights, vests, et. cetera, as are necessary to prevent injuries or damage to any person or property. Vendor shall be responsible in the event of any such injury or damage resulted from any unsafe or unprotected condition on the worksite that the Vendor is hereby required to protect against. In the event of an emergency in which life or property are endangered, the Vendor shall take all reasonable actions to safeguard such life or property. The Vendor shall require that management or others immediately call "911" each time a medical emergency occurs on or at the worksite.

- 4.4. **Loss and Damage.** Until such time as the Work is fully complete and accepted by the District, the Vendor shall be responsible for all losses and/or repair of all damages that may arise from or be a result of: (i) the nature of the Work agreed to herein; (ii) the action of the elements or environment; or (iii) any unforeseen difficulties that may arise or be encountered during the process of completing the Work. However, provided that the Work has been constructed in strict accordance with the Contract Documents, the Vendor shall only be responsible for damage proximately caused by Acts of God (as defined in Public Contract Code Section 7105) up to a maximum of five percent (5%) of the Contract Amount. In the event any such Act of God proximately causes damages in excess of five percent (5%) of the Contract Amount, the District may, in its sole discretion, terminate the Contract effective three (3) days following written notice to Vendor. Furthermore, Vendor shall not be responsible for any losses and/or repair any damage that arises after a notice of intent to terminate is received from the District or if, through no fault of Vendor, the Project is suspended and Vendor is denied access to the Project Site.

4.5. **Guarantee.**

- 4.5.1. Performance of Guarantee Work. Within seven (7) days after written notice from the District of any such defect, fault and/or non-conformance, the Vendor shall, at its sole cost and expense, commence and perform with due diligence all items necessary to correct such defect, fault and/or non-conformance so that the requirements of the Contract Documents are met. Notwithstanding the foregoing, the Vendor shall immediately upon notice from the District undertake any necessary replacement or correction in the event of an emergency or a dangerous condition, when necessary, to prevent an interruption in the District's operations, or when necessary, to prevent injuries to persons and/or damage to property.
- 4.5.2. Vendor Failure to Perform. In the event the Vendor fails to perform, or fails to timely perform, any necessary replacement or correction to the reasonable satisfaction of the District, the District, upon five (5) business days written notice to Vendor, shall have the right, at the Vendor's sole cost and expense, to replace or correct any nonconforming vendor employee together with any portion of the job duty affected thereby or by the replacement or correction

thereof. The Vendor or, if applicable, its surety, shall reimburse the District for all costs and expenses that the District incurs in connection with any such replacement or correction by the District or in connection with enforcing the provisions of this

5. **CHANGES IN THE WORK.**

- 5.1. **District Instructions.** In giving instructions related to performance of the Work, the Vendor shall comply with instructions of the District Representative related to minor changes in the Work not involving extra cost and not inconsistent with the purpose of the Work, and there shall be no additional compensation to the Vendor therefore.
- 5.2. **District Authority.** For purposes of the Contract, any significant alteration, deviation, or change in the scope, method of performance, nature of materials or price of the Work or the Project, or any other matter materially affecting the performance or nature of the Work or the Project shall be referred to as a "Change in the Work". The District shall have the right to require a Change in the Work, without thereby invalidating the Contract.
- 5.3. **Change Orders.** Any request for a Change in the Work that involves an adjustment of the Contract Amount or a modification of the time for performance of the Work or portion thereof shall be set forth in a written order for the Change in the Work (each a "Change Order"). Each Party shall propose Change Orders for Changes in the Work that it requests. Any and all modifications of the time for performance of the Work attributable to a Change in the Work must be set forth in the associated Change Order and not left for later determination. No Change Order shall become effective, and the District shall have no liability related thereto for payment or otherwise, unless and until approved and signed by the District and the Vendor. Except as expressly provided in the Change Order, all work pursuant to a Change Order shall be performed in accordance with the terms and conditions of the Contract. In the event of an emergency endangering life or property, notwithstanding the foregoing, the Vendor May rely on the District's oral requests for additional work, which if affecting the Contract Amount and/or time for performance of the Work will be adjusted accordingly by the District.
- 5.4. **Valuation of Change Orders.** The Parties shall determine and set forth in an applicable Change Order the fair and reasonable value of each Change in the Work, which will be added to or deducted from the amount of the Contract Amount. The Vendor shall, upon request of the District, provide all information required by the District to substantiate the value of a Change in the Work. No time extension shall be granted in conjunction with any Change Order unless the approved Change Order expressly sets forth such adjustment. The valuation of a Change Order shall be determined in one or more of the following ways: (i) by estimate and acceptance in a lump sum amount; (ii) by unit prices specified in the Contract or as agreed to by the Parties; or (iii) by a percentage of Vendor's cost and a fixed fee, in which case the Vendor shall keep detailed records of the net cost of labor and materials. The District Representative shall certify the amount of each Change Order that does not provide for a fixed lump-sum amount. In the event the Parties are unable to agree on a Change Order valuation method or amount, the Vendor Nonetheless shall proceed with any Change in the Work required by the District. In such an event, the Vendor shall keep detailed records of the net cost of labor and materials, together with vouchers. Pending final determination of value, payment on account of a Change in the Work shall be made based upon the District Representative's estimate of the

value of the Change in the Work, including, if applicable, a reasonable allowance for overhead and profit due to the Vendor.

- 5.5. **Change Orders Specify Full and Final Compensation.** Except as expressly set forth in any particular Change Order, each Change Order shall be deemed and construed to include all change(s) required pursuant to the Change Order, including, without limitation, any and all extensions of time and overhead, acceleration costs, profit, general conditions costs, expenses, and other direct and indirect costs and expenses of such work and/or changes. In addition, each Change Order shall be deemed and construed to include all necessary adjustments attributable to cumulative impacts of that and any and all preceding Change Orders, whether such impacts relate to scheduling, productivity or other matters. By signing a Change Order, the Vendor shall be deemed and construed to have waived any and all claims and rights to any adjustments to the Contract Amount and/or time for performance of the Work other than as are set forth in the Change Order, and the Vendor May not thereafter attempt to hold the District responsible for any interference, delay, acceleration, or other effect on the Work and/or additional costs attributable to the change(s) required pursuant to the Change Order.

6. **VENDOR COMPENSATION.**

- 6.1. **Application for Payment.** The Vendor shall submit to the District Representative, on or before the day of each month, an itemized application for payment for the portion of the Work completed during the prior month. The Payment Application shall be in a format approved by the District. The Vendor shall certify in the Payment Application that the portion of the Work for which payment is requested has been satisfactorily completed. Each Payment Application must identify: (i) the amount of Work completed. If there is a discrepancy between the actual Work completed and the Work required pursuant to the contracted schedule, the Vendor shall include a detailed explanation of such discrepancy with the Payment Application. Payment to the Vendor shall not be deemed to be acceptance, acquiescence or waiver by the District of any of its rights with respect to any such discrepancy or any deficiency in the Work. The Vendor shall support each Payment Application with such information as reasonably will be necessary for the District Representative to verify the requested payment amount. Payment to the Vendor May be delayed if the Vendor fails to submit complete and accurate information in support of its Payment Applications.
- 6.2. **Verification of Payment Application.** The District Representative shall review each Payment Application and, as soon as practicable, but not later than ten days after receipt of a Payment Application, shall: (i) certify that the Payment Application is correct in all aspects and should be paid by the District; (ii) recommend to the District that it reject the Payment Application as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Vendor Provide additional information that the District Representative reasonably determines is necessary to verify any requested payment amount. In the event the District rejects the Payment Application, the Vendor May resubmit the Payment Application with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection.
- 6.3. **Payments.** The District shall pay the undisputed amount of any Payment Application, less any amounts that may be withheld or retained pursuant to the Contract or law, within sixty (60) days of receipt thereof and in accordance with

Public Contract Code Section 20104.50. If the District has requested additional information in support of a Payment Application, the time for payment pursuant to that Payment Application shall be extended by the number of days required for the Vendor To provide the requested information but reduced by the number of days the District exceeds the 10-day return requirement described in Section 7.2 of these General Provisions. The District shall pay interest, at the rate set forth in Code of Civil Procedure Section 685.010(a), on any amount not paid within the time required by Public Contract Code Section 20104.50 and the Contract, provided that such amount is not subject to dispute or a request for additional information.

- 6.4. **Deductions for Uncorrected Work.** The District may determine, in its sole discretion, not to correct all or any portion of the Work or Project that is damaged or that was not completed in accordance with the Contract and, in such event, if applicable, an equitable deduction from the Contract Amount shall be made therefor.
- 6.5. **Claims for Extra Cost.** If the Vendor Claims that instructions related to the Work resulted in costs to the Vendor that were not contemplated and are not included within the Contract Amount, the Vendor shall give written notice thereof to the District Representative within a reasonable time, but not in excess of five days after the receipt of such instructions. In the event of any such claim, except in an emergency in which life or property is endangered, the Vendor shall not commence execution of the portion of the Work that is affected by such claim unless and until directed to do so by the District. In the event the District Representative determines that any such claim is valid, the Contract Amount shall be adjusted as provided for a Change in the Work. The Vendor shall bear the risk, cost and expense of any Change in the Work undertaken without prior approval of the District.

7. **INSURANCE AND INDEMNIFICATION.**

- 7.1. **General Liability Insurance.** Prior to commencing the Work, the Vendor must have in effect, and the Vendor must maintain in effect at all times as required by this Section, a policy of broad-form commercial general liability insurance ("General Liability Policy"), written on an "occurrence" basis, covering claims for bodily injury, including death, property damage, and consequential damages that may arise out of or result from Vendor's performance of the Contract or from actions taken in connection with the Work, whether such actions are taken by Vendor or any person directly or indirectly employed by any of them. Not as a limitation on the foregoing, the General Liability Policy must provide coverage for both the ongoing and completed operations of the Vendor, and for the indemnification obligations assumed by the Vendor pursuant to the Contract Documents. The General Liability Policy must provide coverage with minimum coverage limits as specified in the Special Provisions. If an aggregate limit applies to the General Liability Policy, not less than the minimum aggregate coverage limit specified in the Special Provisions must apply specifically to the Project and the Contract, by means of either endorsement or a separate "following form" excess policy. The Vendor Must keep the General Liability Policy in full force and effect for at least one year after the date of Final Payment to the Vendor To ensure that coverage for products-completed operations remains in effect at least for such one-year period.
- 7.2. **Vehicle Liability Insurance.** Prior to commencing the Work, the Vendor Must have in effect, and the Vendor Must maintain in effect at all times prior to final completion and acceptance of the Work, a policy of vehicle liability insurance, written on an

occurrence basis, providing coverage for all motor vehicles (whether owned, leased, rented, or borrowed) that are driven or used in connection with the Work ("Vehicle Liability Policy"). The Vehicle Liability Policy must, by separate endorsement, name the District as an additional insured and must include a standard waiver of the insurer's rights of subrogation against the District. The Vehicle Liability Policy must provide coverage with minimum coverage limits as specified in the Special Provisions. If an aggregate limit applies, not less than the minimum aggregate coverage limit specified in the Special Provisions must apply specifically to the Project and the Contract, by means of endorsement or separate "following form" excess policy.

- 7.3. **Workers' Compensation Insurance.** In accordance with Labor Code Sections 1860 and 1861, and concurrently with execution and delivery of the Contract, the Vendor shall execute and deliver to the District the Workers' Compensation Certification form included within the Contract Documents whereby the Vendor Acknowledges its responsibility to secure workers' compensation insurance in compliance with Labor Code Section 3700 et. seq. Prior to commencing the Work, the Vendor Must have in effect, and the Vendor Must maintain in effect at all times prior to full and final completion of the Work, a policy of workers' compensation insurance in compliance with Section 3700 of the Labor Code and other applicable provisions of law ("Workers' Compensation Policy"). Not less than five days prior to commencing the Work, the Vendor Must provide to the District such Certificates of Insurance as evidence that the Vendor Has such insurance coverage in effect.
- 7.4. **Vendor Insurance is Primary.** The coverage provided by each of the General Liability Policy, the Vehicle Liability Policy, and, if applicable, the Builder's All-Risk Policy shall be primary and not contributing with respect to any insurance or self-insurance programs covering the District and/or any of the District Agents.
- 7.5. **Insurer Standards.** Each of the General Liability Policy, the Vehicle Liability Policy, and, if applicable, the Builder's All-Risk Policy must be issued by an insurer that is approved to do business in this State and that has, as determined by the A.M. Best Company, a "Financial Strength Rating" of not less than "A-" (A minus), a "Ratings Outlook," if assigned, of either stable or positive, and a "Financial Size Category" of not less than VII. If a "Ratings Outlook" has been assigned to any such insurer that is not either stable or positive, the District may consider the insurer's Ratings Outlook and all other relevant factors in determining whether the insurer is satisfactory, and, if the District reasonably determines that there may be a significant risk in accepting any insurance policy issued or to be issued by such insurer, then, upon request of the District, the Vendor Must obtain such insurance policy through another insurer that satisfies the standards set forth in this Section.
- 7.6. **Additional Insureds.** The General Liability Policy and the Vehicle Liability Policy each must name or be endorsed to name the District as an additional insured. Each endorsement specifying any additional insured must be ISO Form CG 20 10 07 04 and 20 37 07 04 or an equivalent endorsement reasonably acceptable to the District. Each additional insured endorsement shall include a "primary insurance clause" stating to the effect that: "The insurance afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by the additional insureds shall be excess and non-contributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as the coverage provided to the Vendor And may not contain any

additional exclusionary language or limitations applicable only to the additional insureds. Section 8.8 Cross-Liability and Waivers of Subrogation. Each of the General Liability Policy, the Vehicle Liability Policy, and, if applicable, the Builder's All-Risk Policy must: (i) be endorsed with a cross-liability endorsement (separation of insureds) and include a waiver of the Insurer's rights of subrogation against each person or entity that is an additional insured or loss payee. The Workers' Compensation Policy must be endorsed to include a waiver of the insurer's rights of subrogation against the District. A waiver of subrogation shall be effective with respect to each applicable person or entity regardless of whether the person or entity: (i) has a right to indemnification; (ii) has an obligation to indemnify any other person or entity; (iii) paid any premium for the applicable insurance; or (iv) has an insurable interest in any property. The Vendor shall indemnify, defend and hold-harmless the District, in accordance with Section 8.15 of these General Provisions, with respect to any and all subrogation claims arising from any of the General Liability Policy, the Vehicle Liability Policy, the Builder's All-Risk Policy (if applicable), or the Workers' Compensation Policy.

- 7.7. **Premiums, Deductibles and Self-Insured Retentions.** Except as provided in Subsection 8.4.3 of these General Provisions, the Vendor shall be solely responsible and liable for paying any and all premiums and other costs incurred in obtaining and maintaining the General Liability Policy, the Vehicle Liability Policy, the Builder's All-Risk Policy (if applicable), and the Workers' Compensation Policy, including, without limitation, any and all renewal premiums. Subject to written approval by the District, which the District may grant or withhold in its reasonable discretion, one or more of such insurance policies may be subject to a deductible or self-insured retention. Upon reasonable request of the District, the Vendor shall either: (i) cause any such deductible or self-insured retention to be reduced or eliminated; or (ii) obtain and provide to the District a bond or bonds guaranteeing payment of the deductible or self-insured retention, together with any losses and related investigations, claims, administrative and legal costs and expenses. Each Certificate of Insurance (defined in Section 8.10 of these General Provisions) that evidences any such insurance policy must specify any and all deductibles applicable to the policy. The Vendor shall be solely responsible and liable for any and all such deductibles and self-insured retentions. Vendor's indemnification and other obligations pursuant to Section 8.15 of these General Provisions shall apply with respect to any and all claims arising from such premiums, deductibles and/or self-insured retentions.

- 7.8. **Evidence of Coverage.** Within five days after award of the Contract to the Vendor, or prior to commencing the Work, whichever is sooner, the Vendor Must provide to the District, for each of the General Liability Policy, the Vehicle Liability Policy, the Builder's All-Risk Policy (if applicable), and the Workers' Compensation Policy, a certificate of insurance evidencing that such insurance is in effect (each a "Certificate of Insurance"), together with any and all endorsements to such policies required pursuant to this Part 8 of these General Provisions. Each Certificate of Insurance must: (i) be executed by a duly-authorized officer, agent or other representative of the insurer; (ii) include an original handwritten signature of the insurer's representative, not a stamped or printed signature; and (iii) must certify the names of the insured, any additional insureds, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of

such insurance. The Vendor Must provide to the District an updated Certificate of Insurance for each renewal of any such insurance policy not less than thirty days prior to any expiration of the policy. Each renewal and replacement of any such policy that, as permitted by this Part 8 of these General Provisions, is written on a "claims made" basis must have a retroactive date that is prior to the date the Vendor Was initially required to have such insurance policy in effect pursuant to this Part 8. If any Certificate of Insurance associated with any of the General Liability Policy, the Vehicle Liability Policy, the Builder's All-Risk Policy (if applicable), or the Workers' Compensation Policy sets forth language to the effect that it "does not amend, extend or alter the coverage" of the insurance policy, or that the coverage available pursuant to the policy "is subject to all of the terms, exclusions, and conditions of the policy," then, notwithstanding Section 8.12 of these General Provisions, the Vendor, prior to commencing the Work, must provide to the District a certified copy of such insurance policy and all associated endorsements, riders, et. cetera.

- 7.9. **Mandatory Notice from Insurer of Change in Coverage.** Each of the General Liability Policy, the Vehicle Liability Policy, the Builder's All-Risk Policy (if applicable), and Workers' Compensation Policy, and each associated Certificate of Insurance, must require or be endorsed to require that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of such policy, or, in the case of any cancellation for nonpayment of premium, not less than ten days prior to cancellation. Language in any such insurance policy or Certificate of Insurance to the effect that the insurer shall "endeavor" to provide such notice, or to the effect "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," shall not be acceptable.
- 7.10. **District Review and Approval of Insurance Policies.** Within ten days of a request from the District, the Vendor Must provide to the District a certified copy of any of the General Liability Policy, the Vehicle Liability Policy, the Builder's All-Risk Policy (if applicable) and/or the Workers' Compensation Policy as requested by the District, together with any and all associated Certificates of Insurance, endorsements, riders, et. cetera. Each of such insurance policies and associated other documents shall be subject to review and approval by the District in regard to compliance with the requirements of this Part 8 of these General Provisions. No such review by the District, and no failure by the District to undertake any such review, shall be deemed or construed to be an assumption of liability by the District or to constitute a waiver of any non-compliance by the Vendor with the requirements of this Part 8 of these General Provisions.
- 7.11. **Waiver of Claims.** Each of the District and the Vendor hereby waives any and all rights it may have against the other pursuant to the Contract to the extent the waiving party is compensated for claims, damages or other liabilities by any of the insurance required pursuant to this Part 8 of these General Provisions. The Vendor shall indemnify, defend and hold-harmless the District, in accordance with Section 8.12 of these General Provisions, with respect to any and all claims, demands, actions, costs, expenses and other liabilities arising from the failure to provide the waiver as required pursuant to this Section.
- 7.12. **Indemnification.** The Vendor shall indemnify, defend, and hold-harmless the District against and from any and all claims, demands, actions, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees), and other

liabilities of whatever nature that arise from or in connection with the performance of the Contract or of the Work by Vendor or its officers, agents, or employees. The Vendor shall reimburse the District for all damages, expenses and losses incurred by the District as a consequence of any claim, demand, action or other proceeding that is within the scope of the foregoing provision of this Section. However, the Vendor shall not be liable or responsible pursuant to this Section to the extent any claim, demand, action, damage, loss, cost, expense or other liability is attributable to the active negligence, sole negligence or willful misconduct of the District or any District's agent(s), in which event the District and the Vendor shall be liable on a comparative basis. The requirements of this Section shall be in addition to any other indemnification provisions contained in the Contract Documents and shall survive termination of the Contract. Any and all obligations set forth in the Contract Documents requiring that the Vendor indemnify, defend and hold-harmless the District (including, without limitation, this Section) shall be deemed and construed as an obligation to indemnify, defend and hold-harmless the District, the District agent(s), and each of them.

8. SUSPENSION OR TERMINATION.

8.1. **Suspension of Work by District.** The District, in its sole discretion, may at any time suspend performance of the Work and/or the Project by giving written notice to Vendor, and the suspension shall be effective upon receipt of such notice by the Vendor. Upon receipt of such notice, the Vendor shall immediately commence the process of suspending the Work, making safe any work in progress but otherwise taking steps to cease further progress on the Project. The District, consistent with the provisions of the Contract, shall pay the Vendor For all Work adequately performed up to the effective date of such suspension and for work reasonably required to eliminate safety hazards. Vendor shall resume its Work on the Project within twenty calendar days following written notice from the District to further proceed with Work on the Project.

8.2. **Termination for Convenience.** The District, in its sole discretion, and without need for cause, may at any time terminate the Contract, or any portion thereof, by giving written notice to Vendor, and such termination shall be effective upon receipt of such notice by the Vendor. Upon receipt of such notice, the Vendor shall immediately commence the process of terminating the Work, making safe any work in progress but otherwise taking reasonable steps to cease further progress on the Project. The District, consistent with the provisions of the Contract, shall pay Vendor For all Work adequately performed up to the effective date of the termination for convenience as for work reasonably required to eliminate safety hazards. In the event of a termination for convenience, the Vendor shall only be entitled to any profits, overhead or general conditions costs for any portion of the Work that was performed prior to termination or to compensation for costs related to discontinuing the Work. Notwithstanding a termination pursuant to this Section, the Vendor And its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed and portion completed by Vendor prior to the termination.

8.3. **Termination for Cause.**

8.3.1. Events of Default. Each of the following events shall be deemed a default by

- the Vendor of its obligations pursuant to the Contract (each an "Event of Default"): (i) Vendor is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Vendor's Insolvency; (ii) as reasonably determined by the District, the Vendor refuses or fails to provide a sufficient number of properly skilled workmen or the proper materials or supplies as are necessary for timely and/or proper completion of the Work; (iii) Vendor fails to comply with any laws, ordinances, or instructions of the District applicable to the District; and (v) Vendor otherwise fails to comply with any material provision of the Contract.
- 8.3.2. Opportunity to Cure. If an Event of Default occurs, the District may serve notice on the Vendor and its surety(ies) describing the unsatisfactory condition or violation that constitutes a default by the Vendor("Notice of Default"). The Vendor shall have five (5) business days after service of any such Notice of Default to cure the Event of Default specified in the Notice of Default or to make arrangements satisfactory to the District for cure of the Event of Default. Notwithstanding the foregoing, in the case of an Event of Default pursuant to clause (i) of Subsection 10.3.1 of these General Provisions, the Vendor shall have thirty days to cure or make arrangements satisfactory to the District for cure of the Event of Default.
- 8.3.3. District Remedies for Failure to Cure. Upon failure of the Vendor To cure or make satisfactory arrangements for cure of an Event of Default in accordance with Subsection 10.3.2 of these General Provisions, the District may, at its option: (i) take such action as, in the District's opinion, is necessary to correct or cure the Event of Default and deduct the cost thereof from any amounts due or to become due to Vendorpursuant to the Contract; (ii) proceed to terminate the Contract, or any portion thereof; or (iii) take such other action as is permitted by the Contract or applicable law. In the event the District elects to terminate the Contract or any portion thereof, the District shall schedule and conduct a hearing on the matter, and the Vendor shall be permitted to attend and present evidence at such hearing to support a determination by the District that it should not terminate the Contract. The hearing shall be conducted by the Governing Board, which shall render a final decision. Alternatively, such hearing may be conducted by the District's Assistant Superintendent of Business Services or his designee, who shall make a recommendation to the Governing Board. Unless specified otherwise therein, a decision by the Governing Board shall be effective immediately. Notwithstanding a termination pursuant to this Section, the Vendor And its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination.
- 8.3.4. Effect of Termination for Cause. In the event of any termination for cause pursuant to this Section 10.3, the District shall be entitled to withhold and retain from any payment due to the Vendor all amounts necessary to offset any costs, expenses (including, but not limited to, attorneys' fees), losses and/or damages incurred by the District as a result of the termination for cause. If the remaining amounts potentially payable to the Vendorpursuant to the Contract are insufficient to offset such costs, expenses, losses and/or

damages, the Vendor and/or its performance bond surety shall reimburse the District for the uncompensated balance of such costs, expenses, losses and/or damages, including, without limitation, any uncompensated costs to complete the Work. The District's rights pursuant to the Contract are in addition to, and not in lieu of, any other rights or remedies available to the District in the event of a termination for cause. In addition, the following provisions shall also apply in the event of any termination for cause pursuant to this Section 10.3: (i) The Vendor shall not be entitled to further compensation until satisfactory completion and acceptance by the District of all of the Work. (ii) The District shall give written notice of a termination pursuant to this Section 10.3 to both the Vendor And the Vendor's performance-bond surety. The surety shall thereafter have the right to take over and perform the Contract, provided, however, that, if the surety does not, within seven (7) calendar days after service of the notice of termination, notify the District that the surety intends to take over and perform the Contract, or if the surety does not commence performance of the Contract within fifteen days after providing such notice to the District, the District may take over and complete the Work by any means the District may deem appropriate, for the account of and at the expense of the Vendor, and the Vendor And its surety shall be liable to the District for costs thereby incurred by the District in excess of any remaining portion of the Contract Amount that otherwise would be payable to the Vendor. (iii) In the event the District takes over the Work, the District may, without liability for doing so, (1) take possession of the Work and the Project Site; (2) take possession of all materials, tools, equipment and appliances located at the Project Site and use them in connection with completion of the Project; (3) procure, upon such terms and in such manner as it may determine appropriate, services required to complete the Work; (4) require Vendor To provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Vendor In connection with its performance of the Contract; and (5) complete the affected portion(s) of the Project by whatever means and methods the District may deem to be in its best interests, including, but not limited to, calling upon Vendor's surety to complete the Work or to issue payment(s) to the District or its replacement Vendor(s). (iv) In the event the District takes over and satisfactorily completes the Work, if the unpaid balance of the Contract Amount exceeds the cost to the District of satisfactorily completing the Work, including, without limitation, compensation for any additional architectural, managerial or administrative services needed as a result of the Vendor's default, such excess shall be paid to the Vendor after satisfactory completion and acceptance of the Work by the District less any amounts attributable to any stop payment notices and amounts withheld by the District in accordance with applicable law or the Contract. If the cost to the District of satisfactorily completing the Work is greater than the unpaid balance of the Contract Amount, the Vendor, or its surety, shall pay the undisputed difference to the District within thirty days of notice from the District. In addition, the District may pursue any other recourse or remedies against the Vendor and/or its surety, which are available pursuant to law or the Contract.

- 8.4. **Termination by Vendor.** Subject to the other provisions of this Section, the Vendor may stop the Work or initiate termination of the Contract by giving written notice to the District Representative if, through no fault of the Vendor Or its employees, subVendors or suppliers: (i) all work on the Project ceases for a period exceeding thirty (30) days pursuant to an order or direction of any court or government entity, other than the District, with jurisdiction over any portion of the Project; (ii) the District Representative arbitrarily fails, within thirty (30) days of receipt from Vendor Of a Progress Payment Application, to issue a certificate for payment for any undisputed amount(s) due to Vendor; or (iii) the District fails, within sixty (60) days of receipt from the District Representative of a certificate of payment therefor, to pay to the Vendor any undisputed amount specified in such certificate of payment. Upon receipt of any such notice from the Vendor, the District shall have fifteen days to cure or make other arrangements for cure of the matter as are acceptable to the Vendor. If the District fails within the required time period to cure or make such acceptable arrangements for cure of the matter, the Vendormay stop the Work or terminate the Contract by giving additional written notice to the District, which notice shall be effective immediately upon receipt by the District. In the event the Vendor Stops the Work or terminates the Contract in pursuant to either subdivision (ii) or (iii) of the first sentence of this Section, the District shall be liable to the Vendor For any losses thereby reasonably incurred by the Vendor; provided that the Vendor shall not be entitled to recover any lost or foregone profits attributable to the portions of the Work not satisfactorily completed by the Vendor prior to stoppage of the Work or termination of the Contract.

9. **LAWS AND OTHER REQUIREMENTS.**

- 9.1. **Liability for Non-Compliance with Laws.** The Vendor at all times during the execution of the Work shall be and shall remain fully informed of all local, State and federal laws, ordinances, rules, regulations or other requirements that may in any manner affect those engaged or employed to perform any of the Work or the materials used in performing the Work, or that may in any way affect the performance of the Work. In addition, the Vendor at all times during the execution of the Work shall be and shall remain fully informed of all rules, regulations, orders and other requirements of any public or private entity with jurisdiction over the Work. In performing the Work, the Vendor shall comply with, and give notices required pursuant to, all laws, ordinances, rules, regulations and other requirements applicable to the Work as drawn and specified. The Vendor shall be liable for any violation of a law, ordinance, rule, regulation or other requirement in connection with performance of the Work. If the Vendor Observes that the drawings and specifications are at a variance with any applicable law, ordinance, rule, regulation or other requirement, Vendor shall promptly notify the District Representative in writing. The Vendor shall bear all liability and costs, including any fines, arising from performance of any Work that the Vendorknew or reasonably should have known was contrary to any applicable law, ordinance, rule, regulation or other requirement, and the Vendor Failed to notify the District Representative of the same a sufficient time in advance of performing the Work to permit the District to investigate and resolve the discrepancy.
- 9.2. **Applicable Regulations.** The performance of the Work, including all materials and equipment used or incorporated into the Work, shall, not as a limitation, conform to all applicable requirements of the regulatory provisions specified in this Section.

Each of such specified regulatory provisions, as those may be amended from time to time, is hereby incorporated as an operative part of the Plans and Specifications, and Vendor shall maintain a current copy of each at the Project Site. In the event of any conflict between the requirements of the various specified regulatory provisions, or in the event of any conflict between the requirements of the specified regulatory provisions and the requirements of any other applicable provision of law, the most authoritative requirements shall govern and nothing in the Contract Documents shall be construed to permit work that does not conform with such requirements. The Vendor shall not be entitled to additional compensation for any Changes in the Work necessary to ensure compliance with the requirements of the specified regulatory provisions, and the cost of any such Changes in the Work shall be deemed to be encompassed within the Contract Amount. The specified regulations are as follows: (i) Title 8 California Code of Regulations (Industrial Relations), Chapter 4 (Division of Industrial Safety), Subchapter 4 (Construction Safety Orders), commencing with Section 1500. (ii) Title 19 California Code of Regulations (Public Safety), Division 1 (State Fire Marshal), commencing with Section 1.00. (iii) Title 21 California Code of Regulations (Public Works), Division 1 (Department of General Services), Chapter 1 (Office of the State Architect), Subchapter 1 (Safety of Construction of Public Schools), commencing with Section 1. (iv) Title 24 California Code of Regulations (the California Building Standards Code).

- 9.3. **Provisions Deemed Inserted.** Each and every provision or clause required by law to be inserted in the Contract are hereby deemed to have been inserted, and the Contract shall be interpreted and enforced as though such provisions and clauses are expressly set forth herein. If, through mistake or otherwise, any required provision is not inserted or is not correctly inserted, then upon written request of either the District or the Vendor, the Contract shall be amended to make the insertion or correction. Any and all references in the Contract to laws, ordinances, rules, regulations or other requirements shall be deemed and construed to include all amendments, replacements and enactments thereto that are in effect as of the date of the Contract, as well as any later amendments thereto that do not materially or substantially alter the rights or obligations of the Parties.
- 9.4. **Equal Opportunity Employer.** The Vendor represents and warrants that it is an equal opportunity employer and that it shall not, in connection with the Work, discriminate against any employee or applicant for employment in violation of any applicable federal, State, or local law, including, without limitation, on the basis of such person's race, religion, color, national origin, ancestry, sex or age. Such a policy of non-discrimination shall apply to all activities related to recruitment advertising, recruitment, initial employment, promotion, demotion, transfer, and layoff or termination.
- 9.5. **Tobacco-Free Facility.** All properties and facilities owned, leased or operated by the District, including the Project, are tobacco-free workplaces. It is strictly forbidden while on or in any District-controlled property or facility, including the Project, to smoke, chew or otherwise use tobacco products. Any employee of the Vendor found in violation of these requirements will be required to permanently leave District premises and the Vendor shall not thereafter re-employ such person on the Project or permit such person on the Project Site.
- 9.6. **Drug-Free Facility.** All properties and facilities owned, leased or operated by the District, including the Project, are drug-free workplaces. It is strictly forbidden while

on or in any District Controlled property or facility to: (i) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance; (ii) possess or use any alcoholic beverage; or (iii) use any illegal substance which may cause significant impairment of normal abilities. Any employee of the Vendor found in violation of these requirements will be required to permanently leave District premises and the Vendor shall not thereafter re-employ such person on the Project or permit such person on the Project Site.

- 9.7. **Compliance with Labor Code Requirements.** The Project is a “public works project” as defined in Section 1720 of the California Labor Code (“Labor Code”) and, therefore, Part 7, Chapter 1, of the Labor Code is applicable to the Project. The Vendor must be, and shall be deemed and construed to be, aware of and understand the requirements of Labor Code Sections 1720 et. seq., and 1770 et. seq., and Title 8 of the California Code of Regulations, Section 16000 et. seq. (collectively, “Labor Laws”) which require the payment of prevailing wage rates and the performance of other acts in connection with public works projects. The Vendor acknowledges that, in applicable circumstances and as provided by Senate Bill (“SB”) 854 (Stats. 2014, Ch. 28), the Project is subject to compliance monitoring and enforcement by the DIR. In any event, the Vendor, at no additional cost to the District, must comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of Prevailing Wages, maintenance, inspection and submission of payroll records, notice and posting requirements, et. cetera. The Vendor must ensure that any and all subVendors working under the Vendor comply with the Labor Laws and other public works requirements. The Vendor, at no additional cost to the District, must cooperate with the DIR, and the District in connection with Labor Law compliance matters. A Vendor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Work. Wage rates for the Work shall be in accordance with the general prevailing rates of per-diem wages determined by the DIR pursuant to Labor Code Section 1770. Wage rates shall conform to those on file at the District’s principal office and posted at the Project Site. The District will withhold payment to the Vendor necessary to satisfy civil wage and penalty assessment issued by the Labor Commissioner. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Vendor shall be solely responsible for compliance therewith: (i) Section 1735: Anti-Discrimination Requirements; (ii) Section 1775: Penalty for Prevailing Wage Rate Violations; (iii) Section 1776: Payroll Records; (iv) Sections 1777.5, 1777 .6, and 1777.7: Apprenticeship Requirements; (v) Sections 1810 through 1812: Working Hour Restrictions; (vi) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and (vii) Section 1815: Overtime Pay.

- 9.8. **Requirements for Payroll Records.** The Vendor must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and submitting or making such payroll records available for review and copying by the District, the DIR’s Division of Labor Standards Enforcement, and Division of Apprenticeship Standards. The payroll records must be certified, maintained at the principal offices of the Vendor, and submitted or made available as required by Labor Code Section 1776. The Vendor must inform the District of the location at which the payroll records are located, including the street

address, city and county, and must, within five working days, provide a notice of any change of location and address. If the Vendor fails to timely comply with requests for certified payroll records, it shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. Timely provision by the Vendor of certified payroll records also shall be a condition precedent to the District's obligation to make any subsequent progress, final, Retention, or other payments to the Vendor pursuant to the Contract.

- 9.9. **Assignment of Anti-Trust Claims.** In accordance with Public Contract Code Section 7103.5, the Vendor, in entering into the Contract, hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action Vendor may have under Section 4 of the Clayton Act (15 U.S.C. Section 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, services, or materials pursuant to the Contract. Such assignment shall be made and become effective at the time the District tender's final payment to the Vendor, without further acknowledgment by the Parties.

10. **DISPUTE RESOLUTION.**

- 10.1. **Governing Law and Venue.** The Contract and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Any arbitration, litigation or other proceeding arising out of the Contract shall be commenced and conducted only in the County where the Project is located.
- 10.2. **Mediation and Arbitration.** The provisions of Part 3, Chapter 1, Article LS (commencing with Section 20104) of the Public Contract Code ("Dispute Resolution Provisions") shall apply to all public works claims of \$375,000 or less arising or resulting from the Contract. The Dispute Resolution Provisions are incorporated herein by this reference. The Dispute Resolution Provisions require that any such claim be in writing and supported by adequate documentation of the basis for the claim. The District shall respond to any such claim as required pursuant to the Dispute Resolution Provisions, and the Parties may be required to mediate and arbitrate the claim(s).
- 10.3. **Costs and Expenses.** The Parties shall, initially, equally bear the cost of any arbitration, litigation or other proceeding arising from or related to the Work or the Contract; however, the prevailing party in any such proceeding shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost.
- 10.4. **Continuation of Work.** Notwithstanding anything in the Contract Documents to the contrary, in the event of any dispute between the District and the Vendor, or any dispute between the Vendor and any other third party, the Vendor shall not be permitted to cease performance of the Work, but the Vendor shall have the right to pursue all other remedies permitted pursuant to the Contract and applicable law. A violation of this provision by the Vendor shall constitute a material breach of the Contract.

SPECIFICATIONS

General Scope Requirements

The purpose of this RFP is to obtain proposals from qualified providers to provide manned, unarmed security guard services for Oro Grande School District - Riverside Preparatory Sites and Mojave River Academy Schools.

1. Line Item: Oro Grande School District - Riverside Preparatory Sites

- 1.1. Unarmed security guards will be located at the following locations: Oro Grande School District, Riverside Preparatory Elementary, Riverside Preparatory Middle School, and Riverside Preparatory High School. Addresses are as follows:
 - 1.1.1. 19900 National Trails Highway, Oro Grande, CA, 92368
 - 1.1.2. 19175 Third Street, Oro Grande, CA, 92368
- 1.2. Job Duties will include:
 - 1.2.1. Campus and Parking Lot control and monitoring functions and activities
 - 1.2.2. Vendors shall provide high visibility as a crime deterrent.
 - 1.2.3. Hourly rounds on foot throughout designated campus/parking areas. A minimum of one trip per hour is required. Documentation is required in reports.
 - 1.2.4. Patrol campus and report security and/or safety violations and incidents
 - 1.2.5. Monitor and secure entry and exit points
 - 1.2.6. Observe and report unusual, suspicious or suspected criminal activities to site administration and/or law enforcement.
 - 1.2.7. Control, monitor, and provide direction to unauthorized persons on the campus and in the parking lot area.
 - 1.2.8. Ensure center lock up procedures are complete and alarms are set as needed.
 - 1.2.9. Monthly report of activities, incidents, issues etc. in a format acceptable to Oro Grande School District.
 - 1.2.10. Prepare vandalism, property damage, and theft reports as needed.
- 1.3. Overtime: Overtime will be charged as defined by the State of California Labor code 510. This will include the following holidays: New Year's Day, Easter, 4th of July, Thanksgiving & Christmas. All shifts exceeding 8 hours may be subject to overtime rates.

2. Line Item: Oro Grande School District - Riverside Preparatory Sites (Special Events)

- 2.1. These events shall include but are not limited to Graduation, Athletic Events, Etc.
- 2.2. Vendors will receive 14 days notice of such events.
- 2.3. Hourly rounds on foot throughout designated campus/parking areas. A minimum of one trip per hour is required.
- 2.4. Unarmed security guards will be located at any of the following locations: Oro

Grande School District, Riverside Preparatory Elementary, Riverside Preparatory Middle School, Riverside Preparatory High School, and potentially off-site locations. Addresses are as follows:

- 2.4.1. 19900 National Trails Highway, Oro Grande, CA, 92368
- 2.4.2. 19175 Third Street, Oro Grande, CA, 92368
- 2.4.3. Off Site Location
- 2.5. Job Duties will include:
 - 2.5.1. Campus and Parking Lot control and monitoring functions and activities
 - 2.5.2. Vendors shall provide high visibility as a crime deterrent.
 - 2.5.3. Patrol campus and report security and/or safety violations and incidents
 - 2.5.4. Monitor and secure entry and exit points
 - 2.5.5. Observe and report unusual, suspicious or suspected criminal activities to site administration and/or law enforcement.
 - 2.5.6. Control, monitor, and provide direction to unauthorized persons on the campus and in the parking lot area.
 - 2.5.7. Ensure center lock up procedures are complete and alarms are set as needed.
 - 2.5.8. Monthly report of activities, incidents, issues etc. in a format acceptable to Oro Grande School District.
 - 2.5.9. Prepare vandalism, property damage, and theft reports as needed.
- 2.6. Overtime: Overtime will be charged as defined by the State of California Labor code 510. This will include the following holidays: New Year's Day, Easter, 4th of July, Thanksgiving & Christmas. All shifts exceeding 8 hours may be subject to overtime rates.

3. Line Item: Mojave River Academy Schools

- 3.1. Unarmed security guards will be located at the following Mojave River Site locations: Fontana, Victorville, and West Victorville. Addresses are as follows:
 - 3.1.1. 8922 Beech Ave, Fontana, CA 92335
 - 3.1.2. 14554 7th St, Victorville, CA, 92395
 - 3.1.3. 12384 Palmdale Rd, Victorville, CA 92392
- 3.2. Job Duties will include:
 - 3.2.1. Campus and Parking Lot control and monitoring functions and activities
 - 3.2.2. Vendors shall provide high visibility as a crime deterrent.
 - 3.2.3. Hourly rounds on foot throughout designated campus/parking areas. A minimum of one trip per hour is required. Documentation is required in reports.
 - 3.2.4. Patrol campus and report security and/or safety violations and incidents
 - 3.2.5. Monitor and secure entry and exit points
 - 3.2.6. Observe and report unusual, suspicious or suspected criminal activities to site administration and/or law enforcement.
 - 3.2.7. Control, monitor, and provide direction to unauthorized persons on the campus and in the parking lot area.
 - 3.2.8. Ensure center lock up procedures are complete and alarms are set as

- needed.
- 3.2.9. Monthly report of activities, incidents, issues etc. in a format acceptable to Oro Grande School District.
- 3.2.10. Prepare vandalism, property damage, and theft reports as needed.
- 3.3. Overtime: Overtime will be charged as defined by the State of California Labor code 510. This will include the following holidays: New Year's Day, Easter, 4th of July, Thanksgiving & Christmas. All shifts exceeding 8 hours may be subject to overtime rates.

4. Line Item: Mojave River Academy Schools (Special Events)

- 4.1. These events shall include but are not limited to Graduation, Athletic Events, Etc.
- 4.2. Vendors will receive 14 days notice of such events.
- 4.3. Unarmed security guards will be located at the following Mojave River Site locations: Fontana, Victorville, West Victorville, and potentially off-site locations. Addresses are as follows:
 - 4.3.1. 8922 Beech Ave, Fontana, CA 92335
 - 4.3.2. 14554 7th St, Victorville, CA, 92395
 - 4.3.3. 12384 Palmdale Rd, Victorville, CA 92392
 - 4.3.4. Off Site Locations
- 4.4. Job Duties will include:
 - 4.4.1. Campus and Parking Lot control and monitoring functions and activities
 - 4.4.2. Vendors shall provide high visibility as a crime deterrent.
 - 4.4.3. Hourly rounds on foot throughout designated campus/parking areas. A minimum of one trip per hour is required.
 - 4.4.4. Patrol campus and report security and/or safety violations and incidents
 - 4.4.5. Monitor and secure entry and exit points
 - 4.4.6. Observe and report unusual, suspicious or suspected criminal activities to site administration and/or law enforcement.
 - 4.4.7. Control, monitor, and provide direction to unauthorized persons on the campus and in the parking lot area.
 - 4.4.8. Ensure center lock up procedures are complete and alarms are set as needed.
 - 4.4.9. Monthly report of activities, incidents, issues etc. in a format acceptable to Oro Grande School District.
 - 4.4.10. Prepare vandalism, property damage, and theft reports as needed.
- 4.5. Overtime: Overtime will be charged as defined by the State of California Labor code 510. This will include the following holidays: New Year's Day, Easter, 4th of July, Thanksgiving & Christmas. All shifts exceeding 8 hours may be subject to overtime rates.

EVALUATIONS

1. Evaluation Team, Procedures, and Selection

- 1.1. An evaluation team will be assembled by the Oro Grande School District. A team may be made up of District staff members affected by or who have specific knowledge of this type of procurement.
- 1.2. Upon receipt of the proposals, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- 1.3. Each Team member will review the Proposers' submittals. All Proposals shall be evaluated and ranked for determining the competitive range and to select a proposal determined to be the most advantageous to the District.
- 1.4. Proposals that do not comply with the instructions contained in these RFP documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. District reserves the right to waive technical defects, discrepancies, and minor irregularities in an RFP and/or submitted proposal(s). District reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted proposals may be rejected if there is any alteration of the RFP forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. District reserves the right to reject any proposal not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted proposals shall be sent to all Proposers. **ALL UNSIGNED PROPOSALS SHALL BE REJECTED.**
- 1.5. Submittal of a proposal shall mean that the Proposer has accepted the District Contract Documents in their entirety without exception.
- 1.6. When the individual members of the evaluation team have completed their evaluations, the entire team will meet to discuss and review the proposals. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value proposal submitted for award. The District Contracting Officer, or designee, shall serve as Facilitator of the Evaluation Committee.
- 1.7. Proposals that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing that they are no longer under consideration.
- 1.8. All aspects of the evaluations of the proposals and any discussions and/or negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation process.

2. Proposal Evaluation Criteria and Scoring

- 2.1. Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for determining any competitive range and to make any selection of a proposal for a potential award.

| <u>EVALUATION CRITERIA</u> | <u>MAXIMUM POINTS</u> |
|--|------------------------------|
| PRICE PROPOSAL | 50 |
| EXPERIENCE AND TECHNICAL COMPETENCE: Demonstrated experience in similar projects, understanding of RFP requirements and ability to meet performance goals, compliance with all technical and administrative requirements, financial viability, accounting, and reporting. | 35 |
| STAFFING AND PERSONNEL/PROGRAM OPERATIONS: Qualifications and experience of management and staff and other personnel, comprehensiveness of plan and team's familiarity with the provision of Security Services. | 20 |
| APPROACH: The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work. | 15 |
| DBE PARTICIPATION: The Proposer or subcontract who is certified as Disadvantaged Business Enterprise. Proof of Certification required to be considered. | 5 |
| TOTAL POSSIBLE POINTS | 125 |

- 2.2. The balance of the evaluation criteria will be scored on the evaluator's assessment in the areas described in the Table above, based on the following system:

Exceptional: Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness, or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

Good to Superior: Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness, or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

Adequate: Minimally compliant with solicitation requirements; with errors, omissions, discrepancies, weakness, or risks; which may be possible to correct and make acceptable.

Proposals in this range will receive 70 to 79% of the points available for the category.

Poor to Deficient: Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses, or risks which would be difficult to correct or make acceptable.

Proposals in this range will receive 60 to 69% of the points available for the category.

Unacceptable: Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses, or risks. Proposals in this range will receive 0 to 59% of the points available for the category.