

EL MONTE UNION HIGH SCHOOL DISTRICT



REQUEST FOR PROPOSALS

SECURITY GUARD SERVICES

RFP NO. 2024-25(P1)

LOCATION FOR SUBMISSION OF RFP RESPONSES:

**EL MONTE UNION HIGH SCHOOL DISTRICT
PURCHASING DEPARTMENT
1003 DURFEE AVE.
SOUTH EL MONTE, CA 91733**

ATTN: MARGARITA SANCHEZ, DIRECTOR OF PURCHASING

RFP SUBMISSION DEADLINE:

AUGUST 26, 2024, AT 10:00A.M. (PST)

***THERE WILL BE NO PRE-PROPOSAL CONFERENCE FOR THIS RFP.**

Date Issued: August 9, 2024

Respondents are invited to provide information on products and services for the above-mentioned project by providing a response to this RFP and submitting to the address indicated in this document by the date and time prescribed.

**RFP 2024-25(P1)
SECURITY GUARD SERVICES**

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SECTION I.

PROPOSAL INSTRUCTIONS AND CONDITIONS

The El Monte Union High School District (“District”) is calling for proposals to furnish the District with bonded and insured Security Guard Services Districtwide. Services will include but are not limited to alarm response, uniformed, unarmed guards, mobile patrol services, surveillance camera monitoring services, area checks, Ped Checks, vehicle checks, field investigations, notifications, and on call services. In the last year, the District installed over 450 surveillance cameras with more to be added in the near future. The District is also in the process of selecting a “Guard Tour” software program as an added security measure. The awarded firm must be able to provide its own equipment and be able to network with the District’s selected, Guard Tour software as part of the service requirements under this agreement. The awarded firm must certify that each employee has been through the fingerprinting process or the Department of Justice in accordance with California State law and provide certification of.

This Request for Proposal is set up in five (5) part sequences comprised of the following:

- I. Proposal Instructions and Conditions
- II. Special Conditions
- III. Request for Proposal for Security Guard Services
- IV. Exhibits A, B and C
- V. Attachments A to I

Parts I, II, and III are for informational purposes only. Attachments A to G must be completely filled out and signed by authorized signatory personnel for the proposing firm. Forms under Section V will not be counted as part of the page allowance.

CLOSING DATE is August 26, 2024, at 10:00 a.m.(PST). Proposals will be accepted up to 10:00 a.m. (PST). All RFP’s and contracts entered into hereunder shall be subject to the General and/or Special Conditions attached to this form. Sealed envelopes containing proposals shall bear the superscription, “**RFP No. 2024-25(P1) Security Guard Services**”. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the firm unopened.

This Request for Proposal shall not be construed to create an obligation on the part of the District to enter into a contract with any firm or individual. This request is an information solicitation of proposals only. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal during the evaluation process without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned.

No Respondent may withdraw his or her proposal for a period of one hundred twenty (120) days after the date and time set for the proposal opening.

All proposals must be made upon this proposal form to be considered to be held valid. All blanks must be filled in, the proposal must be properly signed, and there must be no alterations or erasures, and no alternatives unless called for. Each proposal must be submitted with a fully executed Non-Collusion Affidavit.

1. **FORMS:** Proposals will not be considered unless submitted upon the forms provided by the El Monte Union High School District. All Respondents shall be responsible for familiarizing themselves with the conditions and requirements of this RFP prior to submitting a proposal.

2. DEFINITIONS:

- a. **State:** "State" as used herein means State of California.
- b. **Respondent:** "Respondent" as used herein includes: An individual or company who submits a proposal, an individual or company to whom a Contract is awarded, and an individual or company who has entered into a Contract with the District.
- c. **BSIS:** "BSIS" as used herein means the California Department of Consumer Affairs Bureau of Security and Investigative Services
- d. **DOJ:** "DOJ" as used herein means the Department of Justice.
- e. **Ed. Code:** "Ed. Code" as used herein means the Education Code.
- f. **District:** "District" as used herein means the El Monte Union High School District.
- g. **Board of Trustees:** "Board of Trustees" as used herein means the El Monte Union High School District Board.

- 3. **NAME OF COMPANY:** Respondents shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.
- 4. **RESPONDENT'S RESPONSIBILITY:** Before submitting a proposal, Respondents shall carefully examine the scope of work, and the forms of other contract documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the scope of work. No allowance will be made because of lack of such examination or knowledge.
- 5. **EXAMINATION OF DOCUMENTS:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Respondent shall, prior to the date scheduled for submission of proposals, notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes without divulging the source of the request. The District's decision shall be final in any matter on the interpretation of documents.
- 6. **ADDENDA OR MODIFICATION OF RFP RESPONSE:** The District may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number.
Alternatively, the Respondent may modify their proposal after its submission by written notice to the Director of Purchasing, of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner.
- 7. **ACCEPTANCE OR REJECTION OF BIDS:** The Board of Trustees reserves the right to reject any and all proposals, or any or all times of any proposals, or waive any irregularity on any proposal, or to make awards on the basis of the proposal or proposals it deems most economical to the District and most desirable for its operational program.
- 8. **DISPOSITION OF PROPOSALS:** All materials submitted in response to the RFP will become the property of the District and will be returned only at the District's option and the Respondent's expense. The original copy shall be retained for official files and will become public record after the date and time for proposal submission, as specified. However, confidential financial information submitted in support of the requirement will be returned upon request.

9. **ASSIGNMENT/FINANCING:** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable). The District's standard assignment form shall be used for any assignment requested by the Contractor and granted by the District.

The District will not sign any documents in connection with assignments or financing other than the District's standard form for "Assignment of Contract Money" or "Assignment of Rights and Delegation of Duties on Contract" which is available from the District's Purchasing Office located at: 1003 Durfee Avenue, South El Monte, CA 91733.

10. **FORCE MAJEURE CLAUSE:** The parties to the agreement shall be excused from performance during the time and to the extent that they are prevented from performing by act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Respondent.
11. **FEDERAL OR STATE REGULATIONS:** The Respondent's proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.
12. **INDEPENDENT CONTRACTOR:** In performance of the services, duties and obligations assumed by the Contractor, it is mutually understood and agreed that the Contractor, including any and all of the Contractor's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District.

Contractor agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto, shall be an employee of the Contractor, and Contractor shall, by way of example but not by way of limitation, withhold federal and state income taxes as well as the required employee social security contribution of each said persons.

Contractor shall comply with all regulations regarding employees, and Contractor shall pay and/or contribute its required share as the employer of said persons. Contractor acknowledges the fact that it is an independent Contractor and is in no way to be construed as an employee of the District, nor are any of the persons employed by the Contractor to be so construed.

13. **HOLD HARMLESS CLAUSE:** The Contractor shall hold harmless and indemnify the District and the Board of Trustees, its officers and employees from every claim or demand which may be made by reason of:
- a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.
 - b. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.

- c. Any liability that may arise from the furnishing or use of any copyrighted composition, or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless clause shall not apply to any claim by Contractor that District has infringed a patent or copyright of Contractor.
- d. The Contractor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give Contractor notice of any such claim and to fully cooperate with Contractor in the defense and all related settlement negotiations.

14. INSURANCE:

The Contractor shall secure and maintain, and require its subcontractor(s) to secure and maintain, the minimum amounts of coverage's listed below to protect against claims that may arise from operations under the Contract, whether such operations are by the Contractor or anyone directly or indirectly employed by them. All coverages shall be from a source acceptable to the District.

All Contractors, and their approved subcontractors, shall have Commercial General Liability (CGL) and Commercial (Business) Automobile Liability (CA or BA). Workers' Compensation (WC) shall also be provided unless exempted as set forth below. Under some circumstances, the District may also require Errors and Omissions (E&O), Excess, or other coverages whenever exposure, as determined by the District, warrants.

It shall be the Contractor's responsibility, not the District's, to monitor its subcontractor(s) for compliance with the insurance requirements described in this Section. Failure of the Contractor to obtain or maintain the required coverages or furnish the required certificates, endorsements, or policies shall constitute a material breach of this Agreement and may result in termination of the Agreement. Further, failure of the Contractor to require its subcontractor(s) to obtain and maintain the same minimum limits and coverages and to provide the required certificates, endorsements and policies as described in this Section shall also constitute a material breach of, and may result in, termination of the Contractor's Agreement.

In lieu of termination, the District reserves the right to purchase the required coverage(s) on the Contractor's behalf. However, the cost of any insurance purchased shall be the responsibility of, and paid for by, the Contractor.

a. Evidence of Insurance

Satisfactory Evidence of Insurance shall be provided to the District. All Certificates and endorsements shall be signed by an authorized representative of the insurance carrier. The District reserves the right to require the original Certificate(s)/endorsement(s) and/or to require copies of the Contractor's insurance policy(ies).

Insurance Certificates are required to have a 30-day non-renewal/cancellation notice clause and shall include NAMED ADDITIONAL INSURED ENDORSEMENTS as indicated below.

Satisfactory Evidence of Insurance must be submitted and approved by the District prior to providing any product or service covered under this Agreement, unless an extension is authorized by the District.

b. Additional Insureds

The CGL and CA/BA policies shall be endorsed to name the following as additional insureds:

- 1) Board of Trustees of the El Monte Union High School District

c. Rating Of Insurer

All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, except for the State Fund for W/C. Coverage provided by the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers if found acceptable to the District's Office of Risk Management.

d. Minimum Required Coverages

(1) Commercial General Liability (CGL)

Includes both bodily injury and property damage.

\$1,000,000 per occurrence

\$ 100,000 fire damage

\$5,000 medical expenses

\$1,000,000 personal and advertisement injury

\$3,000,000 general aggregate*

\$3,000,000 products/completed operation aggregate*

*\$3,000,000 general aggregate and products/completed operations aggregate can be waived if the policy is endorsed stating that the \$1,000,000 per occurrence applies solely and separately to the District.

Commercial (Business) Automobile Liability (CA or

(2) BA) All owned, hired and non-owned autos

\$1,000,000 combined single limit

(3) Workers' Compensation (WC)

Part A – Statutory limits

Part B Employers' Liability -- \$1,000,000/\$1,000,000/\$1,000,000

Workers' Compensation: During the term of the Contract, Bidder shall fully comply with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be limited to, maintaining in full force and affect one or more policies of insurance to insure against any liability Bidder may have for Workers' Compensation.

15. INVOICE AND PAYMENTS:

All invoices must be sent to the following address below:

EL MONTE UNION HIGH SCHOOL DISTRICT - ACCOUNTS PAYABLE

3537 Johnson Avenue, El Monte, CA 91731, Tel. No.: (626) 444 – 9005

Email: accounts.payable@emuhsd.org

All invoices submitted for payment must include the District Contract Number, related Purchase Order ("P.O.") Number(s), and be under the same firm name as shown on the P.O./Contract.

Prior to the start of the Contract, the Contractor may contact the District's Accounts Payable Office regarding the invoice format that may be required to facilitate timely payment. A sample of invoicing

format may be required from Accounts Payable prior to the start of service.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

In any contract or purchase order awarded, the District will reserve the right to withhold payment as a “set off” against amounts due, or to become due, to the District resulting from any other contracts or purchase orders awarded to the same contractor.

16. **PERMITS AND LICENSES:** The Contractor and all employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with the requirements of law.
17. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the execution of this Contract, the Contractor will not engage in, nor permit such unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.
18. **DRUG FREE WORKPLACE:** The Contractor shall maintain a drug free workplace in accordance with the California Government Code.
19. **NON-COLLUSION:** Each proposal must be submitted with a fully completed Non- Collusion Affidavit on the form provided herein that complies with Public Contract Code Section 7106.
20. **ATTORNEY FEES:** If either party files an action or brings any proceeding against the other arising out of the Contract, the prevailing party shall be entitled to recover as an element of the costs of the suit, and not as damages, reasonable attorneys’ fees in such an amount as the court may adjudge reasonable. The “prevailing party” shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorneys’ fees. No sum for attorneys’ fees shall be counted for calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorneys’ fees.

SECTION II.

SPECIAL CONDITIONS

1. AWARD OF CONTRACT: The El Monte Union High School District realizes that the various Contractors for Security Guard Services may differ considerably in concept, design, structure and methods. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive/responsible Contractor whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value to be delivered per dollar bid. Responsiveness/responsibility of the Contractor will be determined by an evaluation that the Contractor is:
 - a. Qualified by experience to be a competent agency for services as put forth in this RFP and meet the requirements of the District; and,
 - b. Financially responsible to complete the project as proposed.
2. Addenda or Bulletins: Any addenda or bulletins issued by the District during the time of bidding shall become a part of the bid and contract documents.

The District is in the process of selecting a Guard Tour patrolling software system. A guard tour patrol system is utilized to log the rounds of employees in a variety of situations such as security guards patrolling property. The District anticipates selecting a software system after award of contract. The District will notify the successful contractor of the selected software system at which time the District will negotiate a schedule and hours in accordance with District needs and requirements (Ref. Exhibit B, Scope of Work, A. "Guard Tour" Patrols – All Sites and Offices").

3. A PRE-PROPOSAL CONFERENCE will not be held for this Request for Proposal.
4. CONTRACT EXTENSION (if applicable): After the initial contract period of thirty-six (36) months, the contract may be subject to two (2) additional twelve (12) month extensions, for a maximum of five (5) year's total. Extensions are contingent upon written mutual consent of the District and the Contractor. Any request for extension must be requested by the Contractor in writing no later than ninety (90) days prior to the expiration date of the existing agreement.

SECTION III.

REQUEST FOR PROPOSAL FOR SECURITY GUARD SERVICES

The El Monte Union High School District, El Monte, California, requests sealed proposals to be submitted for the following purpose and in accordance with each of the following conditions:

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to furnish the El Monte Union High School District with security guard services at all school sites and District offices and perform all miscellaneous related work as assigned by the District.
2. **DUE DATE:** Sealed proposals will be received up to, but not later than **10:00 a.m. (PST) on August 26, 2024, at the Purchasing Department located at 1003 Durfee Avenue, South El Monte, California 91733.** All proposals become property of the District and are considered an irrevocable offer for one hundred twenty (120) days following the scheduled date and time set for the proposal opening.

A sealed proposal may be submitted prior to the opening date by mailing to:

**El Monte Union High School District
ATTN: Margarita Sanchez, Director of Purchasing
1003 Durfee Avenue
South El Monte, CA 91733
RFP No. 2024-25(P1) Security Guard Services**

Questions or clarifications prior to the date of submittal must be directed in writing before August 20, 2024 to:

Margarita Sanchez, Director of Purchasing
Email: purchasing@emuhsd.org

DESCRIPTION OF THE DISTRICT:

The District is a high school district established in 1901, and is located in the heart of the San Gabriel Valley and just minutes of the Los Angeles Metropolitan Civic Center. Its schools include Arroyo, El Monte, Mountain View, Rosemead, South El Monte and Fernando R. Ledesma High School serving a combined student population of approximately 9,000 students. The District also includes the El Monte-Rosemead Adult School, considered to be one of California's largest and most respected adult programs serving approximately 13,000 students. The District philosophy of education calls for the school, the home and the community to work cooperatively toward the achievement of its educational goals. With a commitment to excellence underlying all goals, the Board of Trustees constantly strives to provide outstanding educational services to the youth and adults of the community.

1. **RESPONDENT QUALIFICATIONS:** In order to fulfill the necessary qualifications for providing the District with Security Services, the Respondent shall affirm that:
 - A. Respondent's employees are U.S. Citizens or with proper work authorization at least twenty-one (21) years of age with no prior felony convictions or other convictions as detailed in Ed. Code §§44009, 44010 and 44011.
 - B. Respondent's employees possess a valid California Driver's License.
 - C. Respondent's employees possess a valid California Guard Card and all state certifications.

- D. Compliance with BSIS training requirements under SB 1626 (July 1, 2000) wherein security guards in K-14 school districts or California community college districts must complete a course of training developed by BSIS. The law affects guards working on school property for more than 20 hours per week. The training requirement affects only guards employed pursuant to a contract between a K-14 school district or California community college district and a private patrol operator.
- E. The Respondent must have a minimum of five (5) years' experience servicing California school districts, three (3) years of which include servicing a school district of 10,000+ ADA, or a combination of an elementary and a high school district totaling 10,000+ ADA.

2. PROPOSAL REQUIREMENTS: The following items shall be included in the proposal:

- A. The name, mailing address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract.
- B. Location of office(s) that will complete the project, the date the firm was established, number of years in service and number of employees.
- C. California Business License number (attach copy of certification).
- D. Contractor Certification: Compliance with fingerprinting requirements (page 30).
- E. Resumes of each member of the proposed project team and a detailed organizational chart with key personnel for the project identified. These resumes should detail their education, related experience, qualifications, and project responsibilities.
- F. A description of the range of activities performed by this office, such as continued education or training, etc.
- G. A list of five (5) references, three (3) of which must be California school districts, all of which have been clients of the firm within the last three (5) years and for whom services provided were similar in nature.
- H. Descriptions of any other specialized services it is able to provide.

3. EVALUATION CRITERIA: The proposals received will be evaluated according to the following criteria and percentages:

- A. Appropriateness and adequacy of proposed security services. (20%)
- B. Product deliverables in relation to requirements of Scope of Work of this RFP, pages 13 to 21 (20%)
- C. Experience and reputation of the company. (10%)
- D. Qualifications of staff. (20%)
- E. Size and structure of firm. (5%)
- F. Knowledge of the District and the subject matter addressed under the contract. (15%)
- G. Cost of proposal. (10%)

Total: 100%

4. **COST:** The proposal shall provide a quotation of charges, including the following specific information: materials, transportation and services necessary, staff levels assigned, hours to be worked, cost per hour and total cost. Each prospective contractor shall also detail all other items that will be charged to the District and include them in its total bid.
5. **PROPOSAL:** The proposal shall be submitted on the form attached to this request. Please submit one (1) bound and signed, original copy, five (5) bound copies and a PDF copy on a USB Flash Drive of the requested information and any additional informational documentation you desire to include a maximum of three (3) pages.

There will be no pre-proposal conference pertaining to this Request for Proposal.

6. **AWARD:** The District shall evaluate all proposals submitted. Qualified firms may be interviewed by a selected panel. The award will be based upon services offered, prior experience in unarmed security services, availability of the firm or individual, references, and fees quoted. The District reserves the right to reject any or all of the proposals submitted without obligation to any firm responding to this announcement.

END OF SECTION



EXHIBIT A (SAMPLE)
CONTRACT SERVICES AGREEMENT
[FIRM]
Security Guard Services

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2024, (hereinafter, the “Effective Date”), by and between the EL MONTE UNION HIGH SCHOOL DISTRICT (“DISTRICT”) and _____, a [Partnership, Corporation] (hereinafter, “CONTRACTOR”). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in attached Exhibit A. CONTRACTOR further agrees to furnish the DISTRICT with all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term “Work.” CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 **TERM:** This Agreement shall have a term of three (1) year commencing from _____, and concluding _____, with four (4), twelve (12) month options to extend for a maximum term of up to five (5) years. Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT’s ability to terminate this Agreement at any time for convenience or for cause.

1.3 **COMPENSATION:**

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Work in accordance with the compensation schedule as per Attachment B, “Proposal Form”.
- B. Section 1.3(A) notwithstanding, CONTRACTOR’s total compensation during the Term of this Agreement or any extension term SHALL NOT EXCEED THE TOTAL AMOUNT OF _____ DOLLARS AND 00/00 (\$____.00) (hereinafter, the “Not-to-Exceed Amount”), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR’s charges are projected to exceed the Not-to-Exceed Amount prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR’s performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Amount or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

PAYMENT OF COMPENSATION: The Not-to-Exceed Amount shall be paid to CONTRACTOR in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR’s monthly compensation is a function of hours worked by CONTRACTOR’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar days of receipt of each invoice, DISTRICT shall pay all undisputed

amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.4 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.5 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates, under the authority of the Superintendent, the Chief Business Official (hereinafter, the "DISTRICT Representative") to act as its representatives for the performance of this Agreement. The Chief Business Official shall be the chief DISTRICT Representative. The DISTRICT Representative or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representative or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates _____, [Title], to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and Scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and,

- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best’s Insurance Guide have an A.M. Best’s rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor’s rating of no less than BBB according to the latest published edition the Standard & Poor’s rating guide. As to Workers’ Compensation Insurance/ Employer’s Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT’S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT’s elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT’s

elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

- 3.5 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 **VERIFICATION OF COVERAGE:** CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the DISTRICT.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person

or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the three (3) day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the three (3) day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i., that exceeds seven (7) calendar days from the end of the initial three (3) day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot

be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii, that exceeds thirty (30) calendar days from the end of the initial fourteen (14) day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the forty-five (45) day cure period. Prior to the expiration of the forty-five (45) day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the forty-five (45) day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.

6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony or any other offenses (as described Ed. Code §§44009, 44010 and 44011), will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.

6.4 DRUG FREE WORKPLACE CERTIFICATION. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any

State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act 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 contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

ATTN: _____

Phone: _____

Fax: _____

DISTRICT:

El Monte Union High School District
3537 Johnson Avenue
El Monte, CA 91731

ATTN: Assistant Superintendent of Business Services

Phone: (626) 444 – 9005 x9834

Fax: (626) 448-0726

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 **SUBCONTRACTING:** CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 **DISTRICT’S RIGHT TO EMPLOY OTHER CONTRACTORS:** DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 **PROHIBITED INTERESTS:** CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.10.1 **DISCOUNTS, REBATES, AND REFUNDS:** For the purpose of determining the cost if any, of any change addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale

of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

- 6.10.2 **REQUEST FOR INFORMATION:** Any Request for information shall reference all applicable Contract Document(s), including Specification sections(s), detail(s), page numbers(s) drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Bid Price, Contract Time or the Contract Documents.

The Contractor may be responsible for any costs incurred for professional services that District/Project Manager may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District/Project Manager may deduct from and/or invoice Contractor for professional services arising herein.

- 6.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

- 6.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the City of Los Angeles, California.

- 6.13 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

- 6.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

- 6.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.17 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

- 6.18 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.19 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

- 6.20 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

- 6.21 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement

to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

EL MONTE UNION HIGH SCHOOL DISTRICT:

[CONTRACTOR]

By: _____
Dr. Michael Lin,
Assistant Superintendent of Business Services

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT B
SCOPE OF WORK**

The selected firm shall provide the following services during the term of the agreement:

A. “GUARD TOUR” PATROLS – ALL SITES AND OFFICES

1. The District is in the process of selecting a Guard Tour patrolling software system. A guard tour patrol system is utilized to log the rounds of employees in a variety of situations such as security guards patrolling property. The successful firm must:
 - a. Have some familiarity with Guard Tour software systems.
 - b. Provide its own portable, electronic sensor (“PES”) that will network with the District’s selected software system.
 - c. Guards will be required to check that all doors, gates and entry points are secured at assigned, District facilities.
 - d. Guards will be required to record the time when they reach specified checkpoints on their tour utilizing a PES. A list of checkpoints at each site will be provided after award of contract.
 - e. *SAMPLE GUARD TOUR SHIFT SCHEDULE:

Days	Schedule	Total Hours
Monday - Friday	11:00p.m. – 6:00a.m.	7
Saturday	8:00p.m. – 6:00a.m.	10
Sunday	3:00p.m. – 3:00a.m.	12

***Sample estimate only.** “Schedule” and “Total Hours” to be determined after the District selects a software system which may occur after award of the Security Services contract. The District will notify the successful contractor of the selected software system at which time the District will negotiate a schedule and hours in accordance with District needs and requirements.

B. ALARM RESPONSE – DISTRICT SCHOOL SITES AND OFFICES

1. The Contractor shall perform the service of protecting assigned, District property by **Responding to Alarm Events** at the locations designated on Exhibit C of this RFP.
2. Respond to alarm calls Monday through Friday from 11:00p.m. to 6.00a.m., daily.
3. Respond to alarm calls at the locations listed on Exhibit C, on a twenty-four (24) hour basis on Saturday and Sunday of each week.
4. Respond to alarm calls at the locations listed above on a twenty-four (24) hour basis on all designated school holidays.

***Alarm Response Schedule**

Shift	Schedule	# Hrs per Week
Mon – Fri	11:00p.m. – 6:00a.m.	35
Sat - Sun	6:00a.m. – 6:00a.m.	48

*Estimate only. Schedule and Total Hours subject to change in accordance with District needs and requirements.

C. MOBILE PATROL SERVICES DISTRICTWIDE

1. The Contractor shall perform the service of protecting the premises and property of the El Monte Union High School District by providing uniformed, unarmed security officers for, staggered grounds and perimeter patrol for all District Sites. Patrol routes should be random so as to avoid notable patterns.
2. **Sample Mobile Patrol Schedule:

Days	Schedule	# Hrs*
Friday	12:00a.m. – 4:00a.m.	4
Saturday	8:00p.m. – 6:00a.m.	10
Sunday	3:00p.m. – 3:00a.m.	12

*Factor two (2) patrol units multiplied by “# Hrs”.

3. The hourly rate shall include the cost of patrol vehicles and each officer assigned for duty.
4. Holiday patrol shall consist of ten (10) hours, or from 1:00p.m. until 11:00p.m. Two (2) patrolmen working separately for a total of 20 hours total per holiday. Observable school holidays are noted under Section E.3 “Working Hours”.

**Estimate only. Schedule and Total Hours subject to change in accordance with District needs and requirements.

D. GUARD RESPONSIBILITIES AND DUTIES FOR THE EL MONTE-ROSEMEAD ADULT SCHOOL (“EMRAS”) FACILITIES (MAIN BUILDING, PARKING LOT AND GRANADA CHILD CARE ENTER)

Guard responsibilities and duties will include, but not be limited to, the following:

1. Report to EMRAS for duty promptly. Security Guards will protect site for the days and hours as specified by the District and the Purchase Order.
2. One (1) Guard shall be stationed at the Guard Shack in the EMRAS parking lot along Lexington Avenue, a second guard will be stationed at the EMRAS main building on Ramona Avenue and a third guard will be stationed at the Granada (Child Care) Center.
3. Guards shall be courteous, polite and professional.
4. Maintain a clean, neat, and professional appearance. No visible tattoos or body piercings are permitted.
5. React quickly and take command of emergency situations. Patrol assigned area and/or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to District controlled property. Be proactive, not reactive, to situations. Security Guard to make a detailed inspection of entire site at least once per hour per eight (8) hour shift and always be available for the protection of District property. Make security, fire and safety patrols as directed in the Post Orders.
6. Request that persons entering into building show EMUHSD identification badge to enter building. Security Guard will log all persons and vehicles in and out of a monitored facility. Visitors will be required to sign in and out and have visitor badge visually visible.
7. See that unauthorized persons do not enter any District owned or maintained site(s) and observe and report any unidentified or unauthorized individuals. Discover and report persons attempting to gain unauthorized access to the property as directed in Post Orders.

8. Use good judgment and discretion in handling the unruly or trespassing public. If required, immediately contact and inform the site Administrator or the appropriate law enforcement agency regarding aggressive behavior from the public.
9. Observe all associates, vendors and visitors for compliance to District rules and regulations. Report all violations of District Rules and Regulations observed to site Administrator.
10. Monitor parking as directed.
11. Regularly check and log in the status of elevator operation – especially during peak times. Immediately report elevator issues to Facilities, Maintenance and Operations Department and the site Administrator.
12. Write incident reports and maintain a daily log to document dates and times of all noteworthy activities during each shift. Maintain logs and reports such as the Guard’s Log Report and the Incident Report.
13. Immediately relay reports of bomb threats. Prepare and submit required reports on accidents, fires, bomb threats, unusual incidents, and unlawful acts. Also, immediately coordinate with local police, fire department, school police, the Task Order requestor, and others as directed by Post Orders.
14. Escort visitors or employees to on or offsite parking as requested.
15. Prevent injurious acts or activities. Respond to reports of ill or injured patrons, visitors or employees, administer first aid and CPR, and notify supervisor if further assistance is considered necessary. Observe and report safety hazards as required by established procedures. Immediately coordinate with local police, fire department, school police, the Task Order Requestor and others as directed by Post Orders.
16. Investigate questionable acts and/or behavior observed or reported on District property and question witnesses and suspects to ascertain and/or verify facts. Immediately coordinate with local police and others as directed by Post Orders.
17. Observe and report individuals for further investigation where circumstances and conditions warrant and those suspected of damaging District property and/or injuring District employees or visitors. Immediately coordinate with local police and others as directed by Post Orders.
18. Upon identifying an individual suspected of concealing a weapon, immediately contact the site Administrator and/ or the appropriate law enforcement agency and assist in conducting a search for weapons on the individual.
19. Answer the questions of visitors regarding geographic locations, services and functions. Ascertain locations of specific personnel within the facility for the benefit of visitors and direct them accordingly. Operate a system of personnel identification as directed in the established Post Orders.
20. Enforce the rules for entry established by the District. Additional security measures may be requested at all points of entry to the building for security.
21. Observe and report any introduction of contraband to the site/facility and notify proper authorities such as the site Administrator and local authorities.
22. Punch a time clock at assigned station, close and lock exterior doors and gates as directed. Also, reduce and turn off facility lighting as required.
23. Verify the security of equipment and/or materials of value.
24. Report any malfunctioning equipment, liquid spills and other such matters. Observe and report safety hazards to the Task Order Requestor as prescribed in Post Orders.
25. Monitor alarms systems and/or electronic surveillance equipment, as directed by the District. Respond to emergency situations as required by established procedures.
26. Respond to the scene of locally activated fire, burglary or other alarms, evaluate situation encountered and take prescribed safety action. If necessary, immediately contact the Task Order Requestor as prescribed in Post Orders. Prepare and submit required reports.
27. Perform procedures for lost and found articles as prescribed in Post Orders.
28. *GUARD SHIFTS AT EMRAS FACILITY:

Main Building and Parking Lot:

*Shift	Schedule	# Hrs
First (M – Th)	7:30a.m. – 2:30p.m.	7
Second (M – Th)	2:30p.m. – 9:30p.m.	7
Friday	7:30a.m. – 4:30p.m.	8

Granada Child Care Center:

*Shift	Schedule	# Hrs
First (M – Th)	7:30a.m. – 2:30p.m.	7
Second (M – Th)	2:30p.m. – 9:30p.m.	7
Friday	7:30a.m. – 4:30p.m.	8

*Estimate only. Schedule and Total Hours subject to change in accordance with District needs and requirements.

E. MINIMUM SECURITY PERSONNEL STANDARDS

Contractor's security personnel must meet the following minimum standards:

1. Must have a current guard card/permit from the State of California Bureau of Security and Investigative Services, Department of Consumer Affairs.
2. Must have a valid BSIS Baton Permit if carrying a baton.
3. Must have a minimum of six (6) months experience as a security guard.
4. Security personnel will furnish their own uniforms and such uniforms will be maintained in a neat, clean and pressed condition. The uniform will be in good repair at all times. Shoes must be clean and polished and must conform to the uniform image. (See Uniform and Equipment Section).
5. Must have current CPR and First Aid Certification. Must be trained to use an Automated External Defibrillator (AED) machine.
6. All Security Personnel shall be in full compliance with all applicable state and local security personnel registration and licensing laws.

F. STANDARD OF CONDUCT AND APPEARANCE

Contractor's security personnel must maintain the appropriate conduct and appearance as follows:

1. DRESS STANDARDS FOR GUARDS

Guards are deemed appropriately dressed when the clothing worn is neat and clean and is in reasonable conformity with the mode of dress generally acceptable as representative of the occupation or profession within the community or required by the nature of the duties assigned. Dress is inappropriate when it is unsafe, or detracts from the task being performed.

2. NON-DISCRIMINATION STATEMENT

The El Monte Union High School District is committed to providing a working and learning environment that is free from discrimination and harassment. The District prohibits discrimination and harassment based on an individual's ethnicity (such as race, color, national origin, and ancestry); gender (including sex, sexual orientation, sexual perception, pregnancy, childbirth, or related medical condition); religion (including religious accommodation); disability (mental, physical, cancer, genetic characteristics, or reasonable accommodation); leaves of absence protected by the Family & Medical Leave Act and the California Family Rights Act; age (40 and above); marital status; political belief; Vietnam-era veteran status (or special disabled veteran-status); or any other basis protected by federal, state, or local law.

All EMUHSD employees are expected to behave at all times relating to the job in a manner which maintains a working environment free of harassment. Harassment can be unwelcome or abusive behavior toward a student or employee that creates a hostile or offensive environment. Sexual harassment, or any other form of illegal harassment committed by supervisors or any employee at any level will not be tolerated by the District and will be subject to disciplinary action, including reprimand, job transfer, suspension, and/or termination. Prohibited harassment can also be from a student, parent, or person having any business with the District.

Harassing conduct can take many forms, including verbal remarks or name-calling, graphic and written statements, adverse decisions linked to a condition or consequence of employment (or linked to status as a student), or conduct that is physically threatening or humiliating. Additional information pertaining to responsibilities, coverage, investigations, and prohibitions against other forms of unlawful discrimination, harassment, inappropriate behavior, and/or hate crimes may be found in other District policies that are available at all schools and offices. It is the intent of the District that all such policies be discussed and read annually or more frequently if needed, in order to provide the highest level of protection to prevent unlawful discrimination in the provision of educational services and opportunities.

3. DISTRICT HOLIDAYS OBSERVED

a. The Contractor will be required to follow the District, observed holidays listed below:

Month	Holiday
January	New Year’s Day
May	Memorial Day
June	Juneteenth
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

4. EMERGENCY AND/OR ADDITIONAL SECURITY STAFFING COVERAGE

Occasionally, additional Contractor employees may be required by the District on a temporary basis in order to respond to such emergencies as fires, power outage, civil disturbance or natural disaster. In addition, the District requires the Contractor to have a sufficient number of trained replacements available to handle absenteeism, vacations, leaves and short term special coverage situations, without negative impact on the District Security Operations.

The Contractor shall have available for immediate assignment to the District supplemental personnel sufficient to cover all regularly required Security Posts, and other occasional posts which require trained, unarmed Security Officers.

5. STAFFING RESTRICTIONS

The District has the right to request removal of a Contractor employee from the District premises at any time and for any reason. The Contractor shall immediately comply, and shall not reassign that employee to the District under any circumstances. It is understood that the removal from the District facility in no way affects the employment status of that employee with the Contractor.

If the Contractor removes or reassigns a Security Officer from the District to another location under normal circumstances, the Contractor shall apprise the District of this removal prior to its taking place. If the Contractor removes a Security Officer from the District without prior notice, due to unacceptable job performance, the District Account Manager is to be advised of the full particulars on the next normal business day. If this occurs during normal business hours, the District Security Account Manager is to be advised immediately.

No Contractor employee shall be assigned to work more than sixteen (16) hours in a twenty-four (24) hour period. Every shift of eight (8) hours or more must be preceded, and followed by, an off-period of at least eight (8) hours.

G. SUPERVISOR’S RESPONSIBILITIES

Supervisor’s duties and responsibilities shall include, but not be limited to, the following:

1. Supervisor will set up and manage all guarded sites.
2. Supervisor will create post schedules and individual guard schedules.
3. Supervisor will fluctuate hours to cover all.
4. Supervisor will have full and complete knowledge of the grounds and buildings.
5. Supervisors will make frequent, unannounced, periodic visits to the District sites.
6. Supervisors will be trained in the techniques of managing personnel as well as Security Guards training, on-site training and all post related duties.
7. Supervisor will assure the quality of the Security Guard’s performance, appearance, attitude and training.
8. Supervisor will be required to inspect and leave on site reports for the District on a daily basis, detailing their activities and findings.

9. Supervisor will respond to Security Guard's request for assistance, advice and problem resolution when a significant Incident Report is made. A report of action taken on the incident will be left on site for the District's review.
10. Responsible for informing the District of all criminal and significant events.
11. Responsible for coordinating resources and service with the District during emergencies and unusual occurrences.
12. Responsible for coordinating resources and service with the District for Board Meetings and crowd control requirements.

H. REQUIRED UNIFORMS AND EQUIPMENT

The Contractor shall provide all manpower, materials, supplies and equipment (except as otherwise provided by the District) and shall plan, schedule, coordinate, and ensure the effective performance of all services described herein. The Contractor shall provide security services in accordance with the requirements of this specification. The guard shoulder patches must be distinct from District personnel in color and design.

Uniforms and equipment supplied by the Contractor while on duty:

1. Uniform:

- a. Long sleeved shirt with company shoulder patch, identifying Security Guard Company.
- b. Short sleeved shirt with company shoulder patch, identifying Security Guard Company.
- c. All season weight trousers
- d. Uniform Hat
- e. Leather Belt, either black or brown
- f. Necktie
- g. Jacket, light weight with company shoulder patch, identifying Security Guard Company.
- h. Jacket, winter weight with company shoulder patch, identifying Security Guard Company.
- i. Low quarter or high top shoes, leather, lace type with police or plain toe and standard heel.
- j. Rain gear

2. Equipment:

- a. Key strap with flap and four keepers
- b. Black metal flashlight, D-cell size and snap-sway flashlight holder
- c. Protective radio case
- d. Whistle with chain attachment
- e. Nameplate, 3 ½" X ¾", black, ½" lettering on gold or silver metal with employee's first name initial and full last name
- f. Surgical gloves and protective pouch
- g. Side handle baton with speed ring
- h. Black ink pen and writing pad
- i. Oleoresin Capsicum – "OC" Spray

I. CONTRACTOR FURNISHED ITEMS

The following supplies, materials, services, insurance and equipment shall be furnished by the Contractor:

1. All operational forms and office supplies required to fulfill this contract.
2. The Contractor shall furnish and maintain in acceptable condition, and replace due to normal wear and tear, at no cost to the Security Officers, all uniforms necessary to perform the work required by this contract.

3. Each Officer on duty shall be equipped with supplementary equipment including, but not limited to, notebooks, pens, pencils, and a flashlight. Replacement flashlight batteries and bulbs and inclement weather clothing must be available for issue when necessary.

4. Reports and Records:

The Contractor shall provide thorough and accurate recording and reporting of all security services operations, activities and incidents. The Contractor shall develop and implement, with District approval, a complete paperwork management program to include adequate and appropriate reports and records. The Contractor shall describe the forms, records and reports proposed and utilized for the contract. The Contractor may include an example of each in the bid submittal.

5. Start-up/Transition:

The start/up transition period is important in establishing a viable contracted Security Services Project. The District anticipates a one (1) month start-up/transition period from the time of contract award to start date. The start-up/transition functions and activities must be planned and implemented in such a manner as not to negatively impact the ongoing security services of the incumbent Contractor or the District employees. The District expects that uninterrupted security services will be conducted during the start-up/transition period.

The Start-up/Transition Plan and Schedule shall be described by the Contractor in the proposal submittal. The various activities to be performed, the location of these activities and the Contractor's staff who will be responsible for performing them should be fully detailed. The Start-up/Transition Plan and Schedule should include, but not be limited to:

- a. Coordination between the new Contractor, the incumbent Contractor and the District.
- b. Facilities surveys and reviews
- c. Personnel action items
- d. Logistics action items
- e. System development
- f. Plans and programs development orientation and training
- g. Administrative and operations preparation activities
- h. Security Post Orders and procedures development
- i. Coordination with the City Police

A. Commencement of Security Services Contractor shall commence work on the project as soon as practicable after execution of the Agreement. Contractor shall commence work no later than January 1, 2025.

B. Extra Work and Services. In the event that the circumstances indicate that additional services are required, in addition to that which would be sufficient under ordinary throughout the year, the District may require additional services from the Contractor such as having consultants accessible to the District to answer questions of an unusual nature, or respond to the questions related to security services. These services shall be provided at no additional fee during the tenure of the contract.

EXHIBIT C
EL MONTE UNION HIGH SCHOOL DISTRICT
SCHOOL SITES AND DISTRICT OFFICES

Site	Address	City	Phone
Arroyo High School	4921 N. Cedar Avenue	El Monte, CA 91732	(626) 444 – 9201
Community Day School	5050 Kings Row	El Monte, CA 91732	(626) 258 - 4941
District Office	3537 Johnson Avenue	El Monte, CA 91731	(626) 444 – 9005
District Warehouse/ FMOT/ Nutrition Services Offices	1003 N. Durfee Avenue	S. El Monte, CA 91733	(626) 444 – 9005
El Monte High School	3048 N. Tyler Avenue	El Monte, CA 91731	(626) 444 – 7701
El Monte-Rosemead Adult School	10807 Ramona Blvd.	El Monte, CA 91731	(626) 258 – 5800
Fernando R. Ledesma High School	12347 Ramona Blvd.	El Monte, CA 91732	(626) 442 – 0481
Granada Child Care Center/ EMRAS	3513 Granada Avenue	El Monte, CA 91731	(626) 258 - 4970
Mountain View High School	2900 Parkway Drive	El Monte, CA 91732	(626) 443 – 6181
Rosemead High School	9063 E. Mission Drive	Rosemead, CA 91770	(626) 286 – 3141
South El Monte High School	1001 N. Durfee Avenue	S. El Monte, CA 91733	(626) 258 - 5600

**ATTACHMENT B
RFP No. 2018-2019(P5) SECURITY GUARD SERVICES**

PROPOSAL FORM

Submitted herewith is our proposal for Security Services for the El Monte Union High School District for fiscal year January 1, 2019, to December 31, 2019.

We propose to perform these services in accordance with the requirements of the California Department of Consumer Affairs Bureau of Security and Investigative Services and all state certifications.

1. Alarm Response Districtwide

Shift	Estimated Hrs. per Week	Hourly Rate	Weekly Rate	Extended Annual Cost
Mon – Fri (10:00p.m. – 6:00a.m.)	40	\$	\$	\$
Saturday	12	\$	\$	\$
Sunday	12	\$	\$	\$
Total Annual Expense:				\$

2. Mobile Patrol Services Districtwide

Shift	Estimated Hrs. per Week	Hourly Rate	Weekly Rate	Extended Annual Cost
Monday - Friday (2:00p.m. – 10:00p.m.)	40	\$	\$	\$
Monday - Friday (10:00p.m. – 6:00a.m.)	40			
Saturday – Sunday (2:00p.m. – 6:00a.m.)	32	\$	\$	\$
Total Annual Expense:				\$

3. EMRAS Facility (Main Building, Parking Lot and Granada Center)

Shift	Estimated Hrs. per Week	Hourly Rate	Weekly Rate	Extended Annual Cost
First (M – Th: 7:30a.m. – 2:30p.m.)	28	\$	\$	\$
Second (M – Th: 2:30p.m. – 9:30p.m.)	28	\$	\$	\$
Friday (7:30p.m. – 4:30p.m.)	8	\$	\$	\$
Total Annual Expense:				\$

4. Hourly Rate for Additional Services Rendered (As Needed)

Description	Hourly Rate
Guard, Holiday Rate	\$
Patrol Officer/ Guard (Mobile) Holidays	\$
Shift Overtime Rate (for shifts that cannot be broken into 8-hour shifts) per man-hour	\$
Short Notice Special's Rate	\$
Short Notice Special's Rate (per man-hour): Weekends and Nights	\$

**ATTACHMENT B – CONT.
RFP NO. 2024-2025(P1) SECURITY GUARD SERVICES**

PROPOSAL FORM – CONT.

NOTES:

- ❖ Regular Rate shall apply on man-hours beyond an eight (8) hour shift.
- ❖ Shift Notice’s Special Rate shall apply for “same day” notice(s) on request for security service(s) by the District.
- ❖ Holiday Rates shall only be applicable to the six (6) holidays stated below:

Month	Holiday
January	New Year’s Day
May	Memorial Day
June	Juneteenth
July	Independence Day
September	Labor Day
November	Thanksgiving Day
December	Christmas Day

Completed By: _____

Mailing Address: _____

Phone: _____

Fax: _____

Email Address _____
(Please print clearly or typed)

Signature _____
(Black or blue ink)

Name: _____
(Please print clearly or typed)

Title: _____

Date: _____

The services will be performed in accordance with the requirements outlined in the “REQUEST FOR PROPOSALS FOR SECURITY SERVICES” and will be performed by the personnel identified in the “Statement of Qualifications”. The firm will enter into an agreement with the El Monte Union High School District in the form submitted with this Request for Proposal.

Name of Firm

Date

Signature

Title

ATTACHMENT C
RFP No. 2024-25(P1) SECURITY GUARD SERVICES

STATEMENT OF QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone: (____) _____ **Fax:** (____) _____

1. California Business License Number: PPO _____
 (Attach copy of certification)

2. Labor Employed by Your Firm:

Employees	Total	# SB 1626 Certified
Full-time employees	_____	_____
Full-time managers	_____	_____
Full-time supervisors	_____	_____
Full-time guards	_____	_____
Part-time guards	_____	_____

3. Insurance

	Amount of Coverage
a. Commercial General Liability Combined Single Limit Bodily Injury and Property Damage	\$ _____
b. Comprehensive Automobile Liability Combined Single Limit Bodily Injury and Property Damage	\$ _____
c. Worker's Compensation Umbrella	\$ _____

4. List California school districts for which the firm has provided Security Guard Services including the period(s) of performance(s). Please indicate the most recent year services were performed and the size of the District(s) serviced.

**ATTACHMENT C – CONT.
RFP NO. 2024-25(P1) SECURITY GUARD SERVICES**

5. If subcontracted labor was utilized in references above, please indicate the name of the subcontractor.

6. Describe your protocols for contacting the District representative following a reported incident.

7. “Response Time” is defined as the time allowed the firm after initial notification of work requirement to be physically on the premises at the school site with appropriate equipment and material, ready to perform the work. What is your minimum or maximum Response Time when receiving a call?

8. Does your firm have a representative that is available at any time, and will that representative have decision-making authority to resolve problems or incidents?

9. What is your process for doing background checks?

10. Indicate your firm’s years of experience providing security guard services.

ATTACHMENT C – CONT.
RFP NO. 2024-25(P1) SECURITY GUARD SERVICES

12. What is your procedure for replacing a guard that has not reported for duty upon District notification? Response time?

13. If your firm is currently utilizing a “Guard Tour” program, please indicate the name of the program and how long your firm has been using it.

14. What additional training does your firm provide to your guards that is school district specific?

15. Additional comments regarding the firm’s qualifications:

Name of Firm: _____

Initial: _____



ATTACHMENT D

EL MONTE UNION HIGH SCHOOL DISTRICT
3537 JOHNSON AVENUE
EL MONTE, CA 91731

CRIMINAL RECORDS CHECK CERTIFICATION
(AB 1610, 1612, 2102)
(EDUCATION CODE 45125.1)
RFP No. 2024-25(P1) SECURITY GUARD SERVICES

To the Board of Trustees of the El Monte Union High School District:

I, _____, am the _____ of _____ (hereinafter "Contractor") and in such capacity I, _____ on behalf of Contractor, hereby certify that:

I have carefully read and understand the Notice Regarding Criminal Records Check which is included. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice Re: Criminal Record Check and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on _____ (Date)

Signature

Print Name

Title

Address

Telephone



ATTACHMENT E
EL MONTE UNION HIGH SCHOOL DISTRICT
3537 JOHNSON AVENUE, EL MONTE, CA 91731

CRIMINAL CONVICTION CERTIFICATION

RFP NO. 2024-25(P1) SECURITY GUARD SERVICES

Respondent shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Respondent is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Respondent is not responsible.** For the five (5) years preceding the date of submittal of this RFP, identify on the following page any criminal conviction for any violation of law suffered by any of the following entities or persons in the performance of a procurement contract within the United States: the Respondent submitting the RFP, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the RFP. Provide on the following page labeled "Criminal Convictions Information": (i) the date of conviction; (ii) the name and court case identification number; (iii) the identity of the law violated; (iv) the identity of the prosecuting agency; (v) the contract involved; (vi) the punishment imposed; and (vii) any exculpatory information of which the District should be aware.

CRIMINAL CONVICTION CERTIFICATION

If Respondent has no criminal convictions to report as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting RFP) (Title with submitting entity)

of _____ (hereinafter, "Bidder").
(Print Name of Respondent's Entity)

In submitting a bid to the El Monte Union High School District for: **"RFP NO. 2018-2019(P5) SECURITY GUARD SERVICES,"** I, hereby certify that neither Respondent nor any person who is an officer of, in a managing position with, or has an ownership interest in Respondent has suffered a criminal conviction as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting RFP on behalf of Respondent)

CRIMINAL CONVICTIONS INFORMATION

- (1) Date of Conviction: _____

- (2) Name of Case: _____
Court case identification number: _____

- (3) Identity of law violated: _____

- (4) Identify of the Prosecuting Agency: _____

- (5) Contract involved: _____

- (6) Punishment Imposed: _____

- (7) Exculpatory Information: _____

DECLARATION

I, _____, the _____ ,
(Print name of person responsible for submitting RFP) (Title with submitting entity)
of _____ (hereinafter, "Respondent")
(Print Name of Submitting Entity)

declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting RFP on behalf of Responding)

END OF SECTION



ATTACHMENT F
EL MONTE UNION HIGH SCHOOL DISTRICT
3537 JOHNSON AVENUE, EL MONTE, CA 91731
DRUG-FREE WORKPLACE CERTIFICATION
RFP No. 2024-25(P1) SECURITY GUARD SERVICES

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 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 for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the State agency determines that:

Pursuant to Government Code Section 8355, every person or organization awarded a contract 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 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 or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee assistance programs;
 - 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 be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 the 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 suspension of payments, termination, 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.

Contractor

Date

Signature

Title

END OF DOCUMENT

ATTACHMENT G



EL MONTE UNION HIGH SCHOOL DISTRICT
3537 JOHNSON AVENUE
EL MONTE, CA 91731
WORKERS' COMPENSATION CERTIFICATION
RFP No. 2024-25(P1) SECURITY GUARD SERVICES

Labor Code Section 3700 provides in relevant part:

"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.

I am aware of the provisions of Labor Code Section 3700, 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 before commencing the performance of the work of this contract.

Contractor

Signature

Print Name

Title

Date

(In accordance with Section 1860 and 1861 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

END OF DOCUMENT

ATTACHMENT H



EL MONTE UNION HIGH SCHOOL DISTRICT
3537 JOHNSON AVENUE
EL MONTE, CA 91731
NON-COLLUSION AFFIDAVIT
(PUBLIC CONTRACT CODE 7106)
RFP No. 2024-25(P1) SECURITY GUARD SERVICES

State of California)
) ss.
County of _____)
_____)

_____ being first duly sworn, deposes and says that he or she is _____ of _____, the party submitting the foregoing RFP, that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the RFP price of the Respondent or any other Respondent, or to fix any overhead, profit or cost element of the RFP price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Respondent has not, directly or indirectly, submitted their fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Respondent's Signature

NOTARY:

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2018.

(NOTARY SEAL)

Notary Signature

Notary's Name Typed (or Printed)



ATTACHMENT I

EL MONTE UNION HIGH SCHOOL DISTRICT
CERTIFICATION

REQUEST FOR PROPOSAL
RFP No. 2024-25(P1) SECURITY GUARD SERVICES

I certify that I have read the attached **RFP No. 2024-25(P1) SECURITY GUARD SERVICES** and the instructions for submitting an RFP.

I further certify that I must submit one (1) signed and unbound original, five (5) bound copies and an electronic copy on a thumb (“flash”) drive of the firm’s proposal in response to this request, and that I am authorized to commit the firm to the proposal submitted.

Signature

Typed or Printed Name

Title

Firm Name

Address

Telephone

Fax

Email

Date