



**BONITA UNIFIED SCHOOL DISTRICT**

**BID DOCUMENTS**

**For**

**UNARMED AFTER-HOURS SECURITY SERVICES  
AT  
ALL DISTRICT SITES AND DISTRICT OFFICE**

**BID # 18-19:07**

**BID DUE DATE: August 23, 2018 at 2:00 P.M.**

**115 W. Allen Avenue, San Dimas, CA 91773 (909) 971-8200**

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**NOTICE CALLING FOR BIDS**

**BONITA UNIFIED SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN BONITA UNIFIED SCHOOL DISTRICT (District) is seeking sealed bids for Unarmed After-Hours Security Services at all District sites and District office, **Bid # 18-19:07**. All interested parties are encouraged to submit bids to provide unarmed security patrol services for the District's school sites and facilities as described in the District's Bid Contract Documents.

Date/Time/Location for Submittal of Bid: **No later than 2:00 p.m. on August 23, 2018 Bonita Unified School District - Facilities Department 115 W. Allen Avenue, San Dimas, CA 91773**

Bids received by the Bid Deadline shall be opened at 2:00 p.m. on August 23, 2018 at:

Bonita Unified School District  
**Facilities Department**  
115 W. Allen Avenue  
San Dimas, CA 91773

The District's Contract Documents includes a description of the security services requested by the District and establishes the bid process and requirements. Parties interested in submitting bids for the District's security service may request a set of the "Contract Documents" by visiting the District's website <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html> or by contacting the District via email or mail at the address below:

Bonita Unified School District  
Penny Reyes, Director of Purchasing  
115 W. Allen Avenue  
San Dimas, CA 91773

***reyes@bonita.k12.ca.us***

The District will not respond to telephone requests for a copy of the Contract Documents. All bids must be submitted on the forms provided in the Contract Documents and must respond fully to all the requirements set forth in the Contract Documents. The District reserves the right to reject any and all bids and to waive any irregularities therein.

Each bidder must be a licensed Security Company pursuant to the Business & Professions Code and must possess a BSIS Clearance Guard Card License, and must maintain the license throughout the duration of the contract. Further, District will only consider bid proposals from Security Companies who can demonstrate the ability to perform no less than one-hundred (100) % of the Work on this Project with its own forces.

## INSTRUCTIONS FOR BIDDERS

### 1. SCHEDULE OF EVENT

The District anticipates the following approximate time-line regarding this Bid:

Request for Bid Advertisement	<b>August 7 &amp; 14, 2018</b>
Last Day to Submit Questions/Seek Clarification	<b>August 17, 2018</b>
Last Day for Issuance of Addenda	<b>August 20, 2018</b>
Request for Bids Due	<b>August 23, 2018 @ 2:00 p.m.</b>
Award of Contract	<b>September 5, 2018</b>
Services Start Date	<b>October 1, 2018</b>

### 2. BIDDER'S RESPONSIBILITIES

READ THIS ENTIRE DOCUMENT CAREFULLY AND BECOME FAMILIAR WITH ALL INSTRUCTIONS, TERMS AND CONDITIONS, AND REQUIREMENTS BEFORE SUBMITTING A BID. DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SOLICITATIONS YOU MAY HAVE RECEIVED FROM THE DISTRICT.

If you submit a bid it shall be incontrovertible evidence that you understand, and intend to comply with all the requirements of this solicitation and contract.

The Governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

### 3. BID PREPARATION

All bids must be prepared and submitted using only the forms included in the Contract Documents unless as otherwise indicated. Bids prepared on any other forms may be rejected. All forms must be complete, and all information must be typed or in ink.

State numbers in both words and figures where so indicated, if there is a conflict in the words and the figures, the words shall govern. Both unit and extended prices must be shown on bid forms when spaces are provided. In the event of an error in the extension of bid prices, unit prices will prevail.

Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be initialed by the person signing the Bid.

All costs incurred or indirectly related to the bid preparation, representation, or clarification shall be the sole responsibility of and borne by Bidder. Bidder shall not include any such costs as part

of the price as proposed in response to this Bid.

The Bid may reject as non-responsive, any bid that it finds to be unintelligible, inconsistent or ambiguous.

#### 4. SUBMISSION OF BIDS

Submit the bid with any and all additional material in the number of copies required by the solicitation in a SEALED ENVELOPE. THIS ENVELOPE SHALL BE CLEARLY MARKED IN THE UPPER LEFT HAND CORNER WITH THE BIDDER'S NAME, THE BID NUMBER, PROJECT DESIGNATION, AND THE BID OPENING DATE AND TIME.

All bids must be mailed or hand delivered and the District will not accept any bid emailed or submitted through fax. The bids must be received prior to the scheduled closing time for receipt of bids as set forth in the "Notice Calling for Bidders", and the Bidder is completely and solely responsible for ensuring their bid is received by the District. The District is not responsible for any errors or delays in delivery.

Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Bids received after the scheduled closing date and time for receipt of bids will be returned to the bidder unopened. No bids will be received after that time; Bids may be opened and read aloud at the District office after the time set forth for bid opening.

Bidders may not withdraw any bid for a period of ninety (90) days after opening of bids. Withdrawal of a bid after opening may result in forfeiture of the Bid Security.

#### 5. CLARIFICATION OF CONTRACT DOCUMENTS

If you have any questions regarding the Contract Documents or if you believe there are any discrepancies in, or omissions from the Contract Documents, submit a written request for clarification to the District via email or mail to: **Penny Reyes, Director of Purchasing at [reyes@bonita.k12.ca.us](mailto:reyes@bonita.k12.ca.us)**. **Questions must be submitted by August 17, 2018 no later than 4:00 p.m.** The bidder submitting this request shall be responsible for its prompt delivery.

The District will respond to all requests for clarifications through addenda which will be posted on the District's website at

<http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html>

and copies will be held at the District's office. All addenda will be posted on the District's website on or before **August 20, 2018**. Bidders are solely responsible for periodically reviewing the District's website for addenda and must acknowledge receipt of each addendum and incorporate all information included in the addenda into the final bids.

No person is authorized to make any oral interpretation or clarification of any provision in the Contract Documents and Bidders are not permitted to rely on any oral statement or written comment other than the Contract Documents and any written addenda.

## 6. SIGNATURE

All Contract Documents forms must be signed in the name of the Bidder. All signatures must be of the person or persons duly authorized to sign the bid.

If Bidder is a CORPORATION, list the legal name of the CORPORATION first, together with TWO signatures: ONE from either the Chairman of the Board, President or Vice President and ONE from either the Secretary, Chief Financial officer, or Assistant Treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. This authorization must be furnished to the District upon request. SUCH DOCUMENTS SHALL INCLUDE THE TITLE OF SUCH SIGNATORIES BELOW THE SIGNATURE AND SHALL BEAR THE CORPORATE SEAL.

If Bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign. Bids submitted as joint venture's must so state and be signed by each joint venture. Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

## 7. MODIFICATIONS

Any Bidder who wishes to make modifications to a bid already received by the District must withdraw the bid in order to do so. Withdrawals must be made in accordance with the terms and conditions of this Contract Documents. All modifications must be made in ink, properly initialed by bidder's authorized representative, executed, and submitted in the same form and manner as the original bid, it is the responsibility of the bidder to ensure that modified or withdrawn bids are resubmitted before the time set forth for the closing of bids.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive. **No oral or telephonic modification of any bid submitted will be considered.**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

## 8. EXAMINATION OF FACILITIES AND CONTRACT DOCUMENTS

All Bidders shall, at their own expense and prior to submitting their bid, examine the Contract Documents; familiarize themselves with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the security service required herein, and determine the character, qualities and quantities of the work to be performed. Further, all Bidders shall examine and familiarize themselves with any and all equipment that the Bidder may need to use or otherwise rely on to provide the security services set forth in the Contract Documents. Finally, all Bidders must review the District properties for which security services will be provided to ensure they have the ability to provide security services to all sites are required herein. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The Bidder is also responsible for knowing and obtaining if necessary the prevailing wage rates and other relevant cost factors, all Federal, State and local laws, ordinances, rules, regulations, codes, and statutes affecting the performance of the work, and any permits and licenses required for the work.

## 9. BID SECURITY/BOND

Each bid shall be accompanied by: (a) cash, (b) a certified check made payable the District; (c) cashier's check made payable to District; or (d) a satisfactory bid bond by a California admitted surety payable to the District, in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The California admitted surety insurer shall be a satisfactory corporate surety. The security shall be given as a guarantee that the bidder shall execute the contract if it be awarded to the bidder in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the District's intent to award the contract to the bidder. The security shall be forfeited to the District should the bidder to whom the contract is awarded fails to execute the agreement and provide the bonds and other documents within five (5) calendar days of the award. The bid security will be returned to all Bidders after award of the Contract and valid execution of the agreement between District and Contractor.

The security is to guarantee that the Bidder will not withdraw the bid and to ensure the bidder, if awarded a contract, will, within ten (10) working days after award of the contract, enter into an agreement and furnish any insurance certificates and/or bonds, or other requirements as set forth in the contract. In the event of refusal to enter into the agreement, or to furnish the required information, the security may be forfeited to the District.

The bid security will be returned to all Bidders after award of the Contract and valid execution of the agreement between District and Contractor

## 10. WITHDRAWAL OF BIDS

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request provided that the request to withdraw is duly authorized and signed by the bidder and that the request was received prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this

paragraph, shall be returned upon demand. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

#### 11. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work.

#### 12. AWARD OF CONTRACT

This bid will result in award of a formal contract by action of the Governing Board. The award of the contract will be to the lowest responsible bidder from among those bidders responsive to the call for bids who demonstrates, at the District's sole discretion, the ability to meet the security needs of the District. In the event an award is made to bidder, and such bidder fails, or refuses, to execute the contract and provide the required documents within ten (10) days after notification of the award of the contract to bidder, the District may award the contract to the next lowest bidder or reject all bids. **SUCH FAILURE BY THE BIDDER MAY RESULT IN FORFEITURE OF THE BID SECURITY.**

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

#### 13. COMPETENCY OF BIDDERS

The District intends to award contracts only to those bidders that it considers responsible enough to perform the contract. In order to determine responsibility, the District reserves the right to conduct any investigations it deems necessary. The District may consider the organization, financial condition, experience, facilities, performance under other contracts, and industry reputation of the bidder in determining responsibility. The District may also consider the costs, maintenance considerations, performance data, and guarantees of any equipment and/or materials offered under the bid. Each bidder must submit a statement of recent experience in the type of work being contracted on the form entitled "Information Required of Bidder." **A COPY OF THIS FORM IS INCLUDED IN THIS SOLICITATION AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS FORM WITH THE BID MAY RESULT IN REJECTION OF THE BID.**

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, and insurance claims experience, relevant work experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.

#### 14. NO SUBCONTRACTORS

The Contractor must provide all services set forth herein and may not hire any other company to provide any services to the District pursuant to this Agreement.



15. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder as contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with District the "Certificate of Worker's Compensation" prior to performing the work under this contract. THIS FORM IS INCLUDED IN THE CONTRACT DOCUMENTS AND MUST BE SUBMITTED WITH THE BID, FAILURE TO SUBMIT THIS WITH THE BID MAY RESULT IN REJECTION OF THE BID.

16. SURETY QUALIFICATIONS

(a) Any Surety Company furnishing bonds related to bidding, performance or payment under this contract must be admitted to transact business in the State of California, and must be determined sufficient to bond the undertaking by the District. The District requires the following information from the surety in order to determine this sufficiency.

All Surety Companies shall, upon the request of the District, submit the following within ten (10) days of the request:

1. The original, or a certified copy, of the revocable appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so;
2. A certified copy of the certificate of authority (to transact business in California) of the Surety issued by the Insurance Commissioner (of California);
3. A certificate from the county clerk that the certificate of authority of the Surety has not been surrendered;
4. A financial statement of the assets and liabilities of the surety at the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond. The financial statement must include an officer's certificate which is a certificate signed and verified by the Chairman of the Board, the President, Vice-President, Secretary, or Chief Financial Officer of the Surety. (Corporations Code Section 173).

(b) If the admitted surety insurer submits the requested information, the bond is duly executed, the insurer is authorized to transact business in California, and the surety's assets exceed its liabilities in an amount equal to or in excess of the amount of the bond, then the insurer is deemed sufficient and shall be accepted or approved as surety on the bond unless the provisions of Insurance Code, section 12090, are violated.

(c) FAILURE TO SUBMIT THE ABOVE INFORMATION MAY RESULT IN A DETERMINATION OF NON-RESPONSIVENESS AND MAY RESULT IN REJECTION OF THE BID.

17. DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Government Code Sections 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certificate prior to execution of the agreement. The contractor will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace

Act could result in penalties including termination of the agreement or suspension of payment there under. THIS FORM IS INCLUDED IN THE CONTRACT DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THIS WITH THE BID MAY RESULT IN REJECTION OF THE BID AS NON-RESPONSIVE.

18. WAGES

The Bidder must confirm that it will comply with all applicable laws regarding the wages it pays to any employee or other person providing work to the District, including, as applicable, the prevailing wage requirements.

19. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts; there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status.

The bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the bidder agrees to require like compliance by any subcontractors.

20. NON-COLLUSION CERTIFICATION

A NON-COLLUSION DECLARATION MUST BE EXECUTED AND SUBMITTED WITH THE PROPOSAL. THE CERTIFICATE IS INCLUDED AS PART OF THIS PROPOSAL PACKAGE, FAILURE TO SUBMIT THIS FORM WITH YOUR PROPOSAL MAY RESULT IN REJECTION OF THE BID.

21. PROHIBITED INTERESTS

No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested financially in this contract or in any part thereof. Bidder shall receive no compensation and shall repay District for any compensation received by bidder hereunder, should bidder aid, abet or knowingly participate in violation of this article.

22. TIME PERIOD OF PRICE QUOTATION

All prices are to be quoted firm for a period of ninety (90) days.

ASSIGNMENT OF CLAIMS

The successful bidder agrees not to assign, transfer, convey, sublet or otherwise dispose of the items which he may be awarded, or any right accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District. Notice is hereby given that the District will not honor any assignment made by the vendor unless consent in writing, as indicated above, has been given.

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### 23. SALES/USE TAX

The bid shall include all applicable sales and use taxes, permits, and licenses. Do not include any amount for federal excise tax in any proposal or bid, as the District is exempt from payment of federal excise taxes.

### 24. INFORMATION TO BE PROVIDED BY BIDDER

Each proposal should include the following items. These items shall include and incorporate statements and evidence showing that the Bidder can and will comply with all requirements set forth throughout this Contract Documents.

- A. Cover Letter --- Include a cover letter with a brief description of the Bidder's structure and statement of interest.
- B. Description of Bidder's Company – Include a description of qualifications for your company providing the requested services. Include information regarding the size of the company, location, nature of work performed, and years in this particular business. The Bidder shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
- C. Bidders Personnel and Staffing Resources – Submit resume(s) or profiles of the individuals who will be assigned to provide the requested security services, including all personnel entering District property to provide services and all management and supervising employees. All resumes shall include qualifications and recent related experience providing similar services. An affirmative statement should be included that the company and all assigned key professional staff are currently and properly certified or licensed to perform the services and hold all proper business or other required licenses.
- D. Customer Service Commitment – Describe your organization's ongoing commitment to providing outstanding customer service. Include letters of reference or testimonials.
- E. Fiscal Stability – Provide documentation showing Bidder's financial status which may include the most recent audited financial statement.
- F. Submit completed and signed Bid Forms attached to this RFB.
- G. Provide written confirmation that Bidder will meet all the requirements and obligations set forth in the Contract Documents including the Special Provisions and General Scope of Work.

## **SPECIAL PROVISIONS**

### **1. SCOPE**

This bid is for Unarmed Security Services (After Hours) - District Wide and at the District Office, within the Bonita Unified School District. The District is seeking nighttime patrol services for all sites and District Office, responding to alarm calls and provide fixed security as needed. Additional Services include graduation exercises, extra duty during high profile events, and provided additional security on an as-needed basis. The specific scope for these services is described in the Specifications below.

### **2. CONTRACT PERIOD**

The term of the contract shall be for one (1) year. The District may, at the end of the regular one (1) year contract, extend the contract another one (1) year, up to four (4) years for a total potential term of five (5) years. The District has no obligation to extend the agreement beyond the initial (1) one year term and may solicit new bids for similar security services to be provided after the contract expires or is otherwise terminated while this contract is still in effect. In the event of cancellation by either party prior to the anniversary or expiration date of this agreement; a thirty (30) day written advance notice is required unless the District terminates the agreement as provided herein.

### **3. NOTICE TO PROCEED**

The District shall issue a notification to the winning bidder. Bidder shall proceed with providing Security Services upon written instruction from the District. The written notice shall stipulate the start and completion dates for the Security Services. It is further expressly understood by the Bidder, that the Bidder shall not be entitled to any claim of additional compensation as a result of the postponement of receiving the notice to proceed.

### **4. SITE INSPECTION/JOB WALK**

The Bidder is required to provide unarmed after-hours security services for all District sites and facilities as specified herein. Prior to submitting a bid, the Bidder must familiarize itself with the District sites and facilities and confirm that it has the ability and capacity to provide Security Services for the District Campus Sites. By submitting a bid, the Contractor confirms that it can, and will, provide Security Services to all District Campus Sites.

### **5. AWARD/EVALUATION PROCESS**

After receiving and assessing all bids, the District Board will consider the bid results and declare its intention to award contract(s) at a regularly scheduled Board meeting. All Bidders must provide all information required by the Contract Documents for the service

upon which the bid made. Bidders may NOT arbitrarily make changes or additions to this bid form.

The responsive and responsible bidder that has provided the total overall lowest price and demonstrates the ability to meet the District's requirements and needs, as determined at the District's sole discretion, will be awarded the contract. The District reserves the right to reject any or all bids, or to waive any irregularities in the bids or in the bidding process.

#### 6. PRICES

All prices must remain firm for the entire term of the contract. The bid price is final price inclusive of any applicable fees, taxes, or other potential costs.

#### 7. EXPERIENCE FACTOR

The Contractor is to have at least five (5) years of successful experience in projects similar in scope to the requirements of this bid, all work is to be performed by trained personnel directly employed by the successful Contractor, and fully experienced in performing the security work required by these specifications. The District, at its sole discretion, shall assess the validity of any and all experience claimed by the Contractor and reserves the right to conduct independent investigations of the Contractor's purported experience to determine if it qualifies as successful experience in projects similar in scope. The District may reject any purported experience if it does not match the District's needs or if the District's independent investigation reveals any concerns or questions about the success of the Contractor's previous performance.

#### 8. CARE AROUND SCHOOLS AND CHILDREN

The Bidder acknowledges that the work and services to be performed under this contract will be done in schools. Bidder shall advise all employees to use care, respect and discretion when working in these surroundings. The Bidder shall submit a signed certification regarding employee background checks in accordance with Education Code section 45125.1 prior to allowing any employee on District property.

#### 9. ANTI-DISCRIMINATION

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination by any prospective or active employee engaged in the work because of race, color, ancestry, natural origin, religious creed, sex, age or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, the Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

## 10. STATE AUDIT

The parties agree that all books, records and files shall be made available for examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this contract. This provision shall apply to all grants, assignments, leases and subcontracts, if any, hereunder.

## 11. LICENSES

The District requires that the bidder possess the following Classification of license at the time the bid is submitted: **BSIS Clearance Guard Card**. No payment shall be made for work under the contract unless and until the District receives verification that the Bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void. Bidder will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules regulations, whether State or Federal and with all local codes and ordinances without additional cost to the District.

## 12. COMPLIANCE WITH THE STATUTES AND REGULATIONS

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction. The contract documents are complimentary, and what is called for by any shall be as binding as if called for by all. Bidder warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and all laws applicable to school security services. The Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with applicable laws in accordance with the indemnity provision set forth in the Agreement. Failure of the District to insist on the strict performance of the terms, conditions, and agreements of this contract shall not constitute or be construed as a waiver or relinquishment of the District's rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

## 13. CHANGES

The scope of work shall be defined by the Contract Documents and specifically the Project's Specifications, and additional security services that arise during the term of the Contract as set forth in the Project's Specifications. Any changes to this scope of work must be issued and approved by the District in writing in advance of performance. Performance of any additional work without coverage by a written order shall be at the

sole risk of the Bidder and may result in non-payment for such work. The District may at any time, by a written order, make changes within the general scope of work. Any claim by the Bidder for adjustment under this clause must be asserted within thirty (30) days from the date the Bidder receives the notification of change, provided that the District may receive and act upon any such claim asserted at any time prior to final payment under an order.

#### 14. PRECEDENCE

In the event of conflict between contract terms and conditions, special provisions, specifications, and instructions to bidders, the following order of precedence shall prevail: Specifications, Special Provisions, and Instructions to Bidders, Terms and Conditions.

## **SPECIFICATIONS – GENERAL SCOPE OF WORK**

The Security Services sought by Bonita Unified School District (“District”) is comprised of “Closed Campus” security monitoring, which will involve nighttime patrolling all District sites and the District Office and responding to alarm calls, as well as fixed security as needed. Additional services include graduation exercises, extra duty during high profile events, and providing additional security on an as-needed basis. This Scope of Work describes the services required for the Closed Campus services. By submitting a bid for Closed Campus services, Bidder must confirm it can and will provide the following services.

### **I. CLOSED CAMPUS SERVICES**

1. Schedule.
  - a. Exhibit A to the Bid Form sets forth the regular schedule coverage, holiday schedule coverage, and schedule coverage exceptions
2. District sites.
  - a. Closed Campus security services are to be provided at the District sites identified in Exhibit “B” to the Bid Form
3. General Services. Nighttime patrol services for all District sites mentioned in Exhibit B, responding to alarm calls, and providing fixed security as needed. Additional services include graduation exercises, extra duty during high profile events, and providing additional security on an as-needed basis.

### **II. REQUIREMENTS FOR CLOSED CAMPUS SERVICES**

#### 1. Operational Description:

The Security Company shall provide the District with personnel who are well trained professionals and who present an image and demeanor compatible with the District standards. All security personnel officers shall hold and maintain a valid **BSIS Clearance Guard Card**.

#### 2. Rights of the District:

- a. The District assumes the right to remove from any site security company personnel not meeting the District specifications.
- b. District may terminate this contract as allowed under the termination provisions set forth herein. In the event of termination, Security Company



shall not be entitled to any compensation other than that which it is entitled to prior to the termination which is supported by adequate documentation.

- c. The District shall immediately be informed of any company structural changes that may in any way affect the District.
- d. The District shall immediately be informed of any discharge of any Security Company employee who was assigned to the District.
- e. All pictures, reports, and other documentation regarding the Security Company's services shall immediately become the property of the District and must be provided to the District immediately upon request.

**BID CERTIFICATION**  
(Must be turned in with bid)

To: The Bonita Unified School District, acting by and through its Governing Board,  
herein called the "District,"

From: \_\_\_\_\_  
Name of Bidder

Pursuant to the Notice Calling for Bids and the other documents relating thereto, the undersigned bidder hereby agrees to be bound by all the terms and conditions stipulated in the contract as set forth herein, and proposes to perform and complete in a good workmanlike manner all of the work required, in connection with **Bid #18-19:07, Unarmed After-Hours Security Services at All District sites and District Office**

The undersigned Bidder agrees that they will contract with Bonita Unified School District to provide all necessary labor, supervision, tools, apparatus, other materials and equipment to do all of the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that they will provide the bonds, insurance and submittals as per the contract documents herein and will take in full payment the amount set forth herein.

Bidder is reminded that no partial bids will be accepted. All items listed must be bid upon in order for the bid to be considered. Failure to do so may result in elimination of your bid as non-responsive.

All Bidders must provide pricing for **all** items as noted on the Bid Form. Bidders may **NOT** arbitrarily make changes or additions to this bid form. The District reserves the right to reject any or all bids, or to waive any irregularities in the bids or in the bidding process.

BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM WITH A CHECK MARK

Number 1    Number 2    Number 3    Number 4    Number 5    Number 6  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: \_\_\_\_\_  
[Signature on next page]

Bidder

Signed by: \_\_\_\_\_

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Bidder must provide certification signed by authorized officers of each of the parties to the joint venture or partnership naming the person acting as their agent and authorized to sign)

Partnership Name: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Partner)

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

Other Partners: \_\_\_\_\_

Telephone: \_\_\_\_\_

(A Corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so)

Corporation Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(President)

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Secretary)

Print Name \_\_\_\_\_

(Bidder must provide certification signed by authorized officers of each of the parties to the joint venture or partnership naming the person acting as their agent and authorized to sign)

Joint Venture Name: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Joint Venture)

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Other Parties to Joint Venture:

If an Individual: \_\_\_\_\_  
(Signed)

Print Name \_\_\_\_\_

Doing Business As: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_  
(Partner)

Print Name \_\_\_\_\_

If a Corporation: \_\_\_\_\_  
(a Corporation)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
(Seal and Attest)

**Unarmed After-Hours Security Services at All District Sites and District Office**

**Bid # 18-19:07**

**BID FORM**

**Total Bid for Closed Campus Services:**

Every day for one (1) year period starting from \_\_\_\_\_, 2018 to \_\_\_\_\_, 2019 for all Closed Campus Services.

Regular schedule coverage, holiday schedule coverage, and schedule coverage exceptions are identified in Exhibit "A" to this Bid Form.

District sites and facilities are listed in Exhibit "B" to this Bid Form.

Total, All Inclusive Charge in Words and Numbers: \_\_\_\_\_

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_)

Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**

<b>Bid 18-19:07 UNARMED SECURITY SERVICES CALENDAR AND HOURS</b>			
<b># of Personnel</b>	<b>Work Days</b>	<b>Hours</b>	<b>Duties</b>
2 Unarmed Officers	7 Days A Week	10:00 p.m. – 6:00 a.m.	Patrol & Respond to Calls
1 Unarmed Officer	Saturday/Sunday	6:00 a.m. – 10:00 p.m.	Respond to Calls

**EXHIBIT "B"**  
**LIST OF DISTRICT SITES AND ADDRESSES**

BUSD DISTRICT OFFICE *TEMPORARY SITE 801 CORPORATE CENTER DRIVE, SUITE 270 POMONA, CA 91768 (ENDS APPROXIMATELY APRIL 2019)	BONITA CENTER FOR THE ARTS 822 W. COVINA BLVD. SAN DIMAS, CA 91773
BUSD DISTRICT OFFICE 115 WEST ALLEN AVENUE SAN DIMAS, CA 91773	SAN DIMAS HIGH SCHOOL 800 WEST COVINA BLVD. SAN DIMAS, CA 91773
BUSD DISTRICT YARD 125 WEST ALLEN AVENUE SAN DIMAS, CA 91773	LONE HILL MIDDLE SCHOOL 700 SOUTH LONE HILL SAN DIMAS, CA 91773
CHAPARREL HIGH SCHOOL 121 WEST ALLEN AVENUE SAN DIMAS, CA 91773	RAMONA MIDDLE SCHOOL 3490 RAMONA AVENUE LA VERNE, CA 91750
VISTA SCHOOL 127 WEST ALLEN AVENUE SAN DIMAS, CA 91773	BONITA HIGH SCHOOL 3102 NORTH "D" STREET LA VERNE, CA 91750
ARMA J. SHULL SCHOOL 825 NORTH AMELIA SAN DIMAS, CA 91773	J. MARION ROYNON SCHOOL 2715 "E" STREET LA VERNE, CA 91750
ALLEN AVENUE SCHOOL 740 EAST ALLEN AVENUE SAN DIMAS, CA 91773	OAK MESA SCHOOL 5200 WHEELER AVENUE LA VERNE, CA 91750
FRED EKSTRAND SCHOOL 400 NORTH WALNUT AVENUE SAN DIMAS, CA 91773	GRACE MILLER SCHOOL 1629 HOLLY OAK STREET LA VERNE, CA 91750
GLADSTONE SCHOOL 1314 WEST GLADSTONE STREET SAN DIMAS, CA 91773	LA VERNE HEIGHTS SCHOOL 1550 EAST BASELINE LA VERNE, CA 91750



**INFORMATION REQUIRED OF BIDDER**  
(Must be turned in with bid)

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its owners, officers, directors, shareholders, parties or principals. District has discretion to request additional information.

(1) Firm name and address:

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(2) Telephone:

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(3) Type of firm: (check one)

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

—

(4) License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Name of license holder \_\_\_\_\_

(5) Have you or any of your principals ever been licensed under a different name or different license number? (Response must include information pertaining to principals, association outside of the firm bidding this Project). \_\_\_\_\_ If Yes, give name and license number.

(6) Names and titles of all principles of the firm:

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(7) Please identify the number of years your company has provided security services and, on a separate attachment, provide a description of the type of security services provided within the years identified herein:

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(8) Has your firm or any of its principals defaulted or been terminated on a security services project? (Response must include information pertaining to principals, association outside of the firm bidding this Project). \_\_\_\_\_ If the answer is "Yes," give dates, names and details.

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(9) Have you or any of your principals been assessed damages for any project in the past three years? (Response must include information pertaining to principals' association outside of the firm bidding this Project). \_\_\_\_\_. If "Yes", explain:

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(10) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to security services provided during the past five years? (Response must include information pertaining to principals' association outside of the firm bidding this Project). \_\_\_\_\_ If "Yes", provide name of parties involved and details of the dispute.

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(11) Do you now or have you ever had any direct or indirect business, financial, or other connection with any official, employee or consultant of the District?  
If so, please elaborate:

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(12) Additional information required:

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List of Reference's – Unarmed Security Services (After Hours) - District Wide of similar nature preferably in a School/Community College /University within the last three (3) years. DISTRICT has discretion to require more than three references or reject any reference as inadequate.

1. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

3. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Bidder, is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ in the State of California.  
\_\_\_\_\_  
City, County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**BID BOND**

(Must be turned in with bid)

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the BONITA UNIFIED SCHOOL DISTRICT, hereinafter called "District," in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), (not less than ten percent (10%) of the total amount of the bid) for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said District to perform all work required under the bidding schedule of the District's Contract Documents, entitled:

" \_\_\_\_\_,"

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulate and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise effect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications. In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such a suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Principal \_\_\_\_\_  
Proper Name of Bidder

Surety \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Name and Address of California  
Agent of Surety

(Corporate Seal of Principal,  
if Corporation)

\_\_\_\_\_  
Telephone Number of California  
Agent of Surety  
(Corporate Seal of Surety)

(Attach Attorney-in-Fact )  
(Certificate and Required Acknowledgements)

**NON-COLLUSION DECLARATION**

The undersigned declares:

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

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

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

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

Signed: \_\_\_\_\_

Typed name: \_\_\_\_\_

**WORKERS' COMPENSATION**  
(Must be turned in with bid)

Labor Code Section 3700.

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

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

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

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

I am aware of the provisions of 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.

\_\_\_\_\_  
Name of the Contractor

By: \_\_\_\_\_  
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.)



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**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE  
AND TOBACCO-FREE CAMPUS POLICY**

(Must be turned in with bid)

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Signature

**DRUG-FREE WORKPLACE CERTIFICATION**

(Must be turned in with bid)

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 specified acts have occurred.

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's or organization's workplace and specifying actions, which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person 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.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**(Must be turned in with bid)

\_\_\_\_\_ certifies that it has performed one of the following:  
*[Name of service provider]*

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Bonita Unified School District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

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

\_\_\_\_\_  
DATE

NAME OF CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**ATTACHMENT "A"**

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

**AGREEMENT**

(To be completed after award)

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018 between BONITA UNIFIED SCHOOL DISTRICT, (“DISTRICT”), and \_\_\_\_\_ (“CONTRACTOR”). The DISTRICT and the CONTRACTOR are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES.”

**WHEREAS**, the DISTRICT requires specialized security services for its school campuses, as described in more detailed herein (“PROJECT”); and

**WHEREAS**, the certain specialized services and advice needed for the PROJECT are not available to the DISTRICT without cost either internally or from other public agencies; and

**WHEREAS**, CONTRACTOR is specially experienced and competent to provide the SERVICES to the DISTRICT; and

**WHEREAS**, the SERVICES are not available within the DISTRICT and cannot be performed satisfactorily by DISTRICT employees, or are of such highly specialized or technical nature that the necessary knowledge, training, experience and ability are not available through the DISTRICT at this time; and

**WHEREAS**, CONTRACTOR has indicated its willingness and commitment to provide the SERVICES to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

**I. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR**

1. **SERVICES TO BE PROVIDED BY CONTRACTOR.** CONTRACTOR shall provide to the DISTRICT the Closed Campus Security Services as set forth in the following Contract Documents: Notice Calling for Bids, Instructions for Bidders, Special Provisions, Specifications – General Scope of Work, Bid Certification, Bid Form and Exhibits, Information Required of Bidders, Bid Bond, Non-Collusion Declaration, Contractors Certificate Regarding Worker’s Compensation, Contractor’s Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy Drug-Free Workplace Certification, Contractor Certification Regarding Background Checks, and this Agreement (collectively, the Contract Documents”). CONTRACTOR shall perform, provide, and furnish all the security services, labor, equipment, vehicles, communication devices, and qualified personnel to provide the services identified as Closed Campus Security Services

in the Contract Documents to meet the needs of the District, as identified in **Bid # 18-19:07, Unarmed After-Hours Security Patrol Services at all District Sites and District Office.**

2. PERIOD OF PERFORMANCE. This AGREEMENT shall commence on the date indicated in the Notice to Proceed issued by the District and shall terminate in one (1) calendar year from the commencement date in the Notice to Proceed (“Period of Performance”). DISTRICT, at its sole discretion, may extend this AGREEMENT after the Period of Performance expires for additional one (1) year terms for up to four (4) years for a total potential term of five (5) years by issuing a written notice to CONTRACTOR. By executing this AGREEMENT, CONTRACTOR agrees to provide all required security services for the five (5) year period if extended by the DISTRICT pursuant to this Section.

3. COMPENSATION TO CONTRACTOR. DISTRICT agrees to pay CONTRACTOR for the SERVICES required by this AGREEMENT and set forth within the Contract Documents for a total cost not to exceed \_\_\_\_\_ (\$\_\_\_\_\_) inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT.

## **II. CONTRACTOR’S SERVICES AND RESPONSIBILITIES**

1. CONTRACTOR’S CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. CONTRACTOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONTRACTOR acknowledges and agrees that the DISTRICT, in deciding to engage CONTRACTOR pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONTRACTOR’s engagement hereunder:

A. CONTRACTOR is qualified in all respects to provide to the DISTRICT all of the security services contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such Services as are called for hereunder.

B. CONTRACTOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker’s compensation and equal protection and non-discrimination laws.

### **III. TERMINATION**

1. Termination for Convenience. The District reserves the right to terminate this contract for convenience if it determines that such termination is in the best interest of the District. The District will provide Contractor with a minimum of five (5) days written notice of such termination and such notice will specify the exact date the termination is to be effective. The Contractor shall submit a claim for costs incurred up to the date of termination for services that was completed prior to effective termination date. Payment for these claims will be subject to the terms and conditions as set forth herein and must be adequately documented or no payment will be issued.

2. Termination for Cause. The District may terminate the Contractor and/or this Contract if the Contractor:

- (a) Refuses or fails to supply enough properly skilled workers or proper equipment necessary to provide adequate security services for all of the District Campus Sites;
- (b) Fails to provide security services, as defined in the Project's Specifications, at any time during the term of the Agreement to any of the District Campus Sites;
- (c) Fails to provide adequate or timely responses to any security issues, threats or Alarm Events occurring on any District site;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or having jurisdiction;
- (f) Fails to provide adequate Foot Patrols or Vehicle Patrols, or fails to meet the monitoring requirements set forth herein or as necessary to ensure proper security at any and all of the District Campus Sites;
- (g) Otherwise is in substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, written notice of five (5) calendar days, terminate the Contractor and/or this Contract and may immediately hire another company to provide security services to any and all District sites. Upon Termination, the Contractor must immediately stop all service provided under this Contract and cease entering any District property. Contractor shall also take all steps necessary to transfer its security services to the District or its newly hired Contractor which includes, but is not limited to, providing copies of all security



reports and documents related to the monitoring and patrol services provided by Contractor prior to termination. The Contractor shall allow any replacement contractor hired by the District to take over the security services and shall not interfere with any effort by the District to maintain security at its locations.

If the District terminates the Contract for one of the reasons stated herein, the Contractor shall not be entitled to receive any further payment except for any adequately documented security services provided before the date of termination. The District may deduct any costs incurred as a result of the termination from the Contractor's final payment, including the costs associated with hiring a new Contractor prepared to take over the Contract.

2. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article III, Paragraph 1, and CONTRACTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONTRACTOR.

3. In the event of a dispute between the PARTIES as to performance of the SERVICES or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed pursuant to this AGREEMENT, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to continue the SERVICES diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES understand and agree that Article III of this AGREEMENT shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this AGREEMENT as an exhibit shall be void and unenforceable between the PARTIES.

#### **IV. ADDITIONAL CONTRACTOR SERVICES**

1. CONTRACTOR shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONTRACTOR's control such as the need for additional Security Personnel or additional patrols due to increased security threats or concerns. CONTRACTOR shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONTRACTOR to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT. CONTRACTOR shall not receive any additional compensation for any reimbursable expense unless CONTRACTOR obtains prior written approval from the DISTRICT. All expenses incurred by CONTRACTOR for services provided pursuant to

this AGREEMENT shall be included in the compensation set forth in Article I(3) above unless approved by the DISTRICT in writing.

## **V. INDEMNITY AND INSURANCE**

1. **INDEMNITY.** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

**Worker Compensation and Employer Liability:** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONTRACTOR's employees or CONTRACTOR's subcontractor's employees arising out of CONTRACTOR's work under this AGREEMENT; and

**General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

**Professional Liability:** Any loss, injury to, or death of, persons or damage to property arising out of, pertaining to, or relating to any default, error, omission, negligent or wrongful act of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, including damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including liability for damages that occur on or off DISTRICT property; but not for damages that result from the sole or active negligence, or willful misconduct of the DISTRICT.

If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONTRACTOR, the CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE CONTRACTOR'S

TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ANY ATTEMPT TO LIMIT THE CONTRACTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT, INCLUDING THE CONTRACTOR'S TERMS AND CONDITIONS ADDENDUM, SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONTRACTOR.

2. INSURANCE. CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONTRACTOR shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

1) Comprehensive general insurance with limits of not less than Two Million Dollars (\$2,000,000) and auto liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit respectively, bodily injury and property damage liability per occurrence, including:

- Owned, non-owned and hired vehicles at cash value;
- Blanket contractual;
- Broad form property damage;
- Products/completed operations; and
- Personal and Advertising Injury.

2) Professional liability insurance, including contractual liability, with limits of One Million Dollars (\$1,000,000), per occurrence. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

b. Each policy of insurance required in this Article shall by separate endorsement name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONTRACTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONTRACTOR shall deliver

to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONTRACTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONTRACTOR, and in such event CONTRACTOR shall reimburse DISTRICT upon demand for the cost thereof.

c. Other Insurance Provisions: The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) To the fullest extent permitted by law, the District, its officers, agents, employees and volunteers are to be covered as additional insureds; shall state that, with respect to the operations of the Contractor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation.
- 2) A separate endorsement shall be provided by Contractor's insurer as evidence of additional insured status. Contractor shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Contractor shall deliver to District certificates of insurance as evidence of compliance with the requirements herein.
- 3) In the event Contractor fails to secure or maintain any policy of insurance required hereby, the District may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, Contractor, and in such event Contractor shall reimburse District upon demand for the cost thereof.
- 4) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the District, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the District, shall be excess of Contractor's insurance and shall not contribute with it.
- 5) Any insurance proceeds available to Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the contract or (2) the broader coverage and maximum limits of coverage of any



that they have not been convicted of a serious or violent felony. If required by the DISTRICT, CONTRACTOR will not perform SERVICES until all employees providing SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT. CONTRACTOR shall indemnify and defend the DISTRICT against any claim, damage, or harm resulting from CONTRACTOR's failure to comply with all fingerprinting and background requirements related to the PROJECT.

4. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR.

5. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONTRACTOR shall not assign this AGREEMENT.

6. This AGREEMENT shall be governed by the laws of the State of California.

7. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY TERMS AND CONDITIONS, GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONTRACTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE ANY PROPOSAL OR QUOTE SUBMITTED BY THE CONTRACTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND/OR OTHER SIMILAR DOCUMENTS PREPARED BY THE CONTRACTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONTRACTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

8. Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONTRACTOR.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees. In no event shall the DISTRICT be responsible or liable for any attorney fees & costs, court costs collection costs, or any other costs incurred by the CONTRACTOR which arise out of, relate to, or pertain to any payment dispute(s) between the CONTRACTOR and the DISTRICT.

11. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

12. In interpreting this AGREEMENT, it shall be deemed to have been prepared by the PARTIES jointly, and no ambiguity shall be resolved against the DISTRICT on the premise that it or its attorneys were responsible for drafting this AGREEMENT or any provision hereof. The captions or headings set forth in this AGREEMENT are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this AGREEMENT. Any reference in this AGREEMENT to a Section, unless specified otherwise, shall be a reference to a Section of this AGREEMENT.

13. Each PARTY warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective PARTY.

14. If any portion of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable. If the court finds that any provision in this AGREEMENT is invalid or unenforceable, but that by limiting such provisions would become valid and enforceable, then such provision(s) should be deemed to be written, construed and enforced as so limited.

15. The CONTRACTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the CONTRACTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; (ii) CONTRACTOR has no business or financial interests which are in conflict with Consultant's obligations to the DISTRICT under this AGREEMENT; and (iii) the CONTRACTOR shall not employ in the performance of services under this AGREEMENT any person or entity having any such interests.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONTRACTOR:

\_\_\_\_\_

DISTRICT:

Bonita Unified School District

By: \_\_\_\_\_

By: \_\_\_\_\_