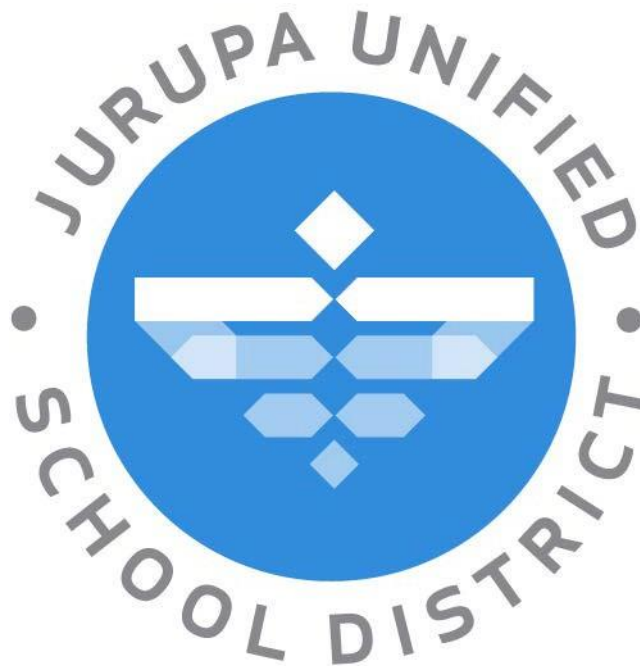


# JURUPA UNIFIED SCHOOL DISTRICT

**Bid No. 21-22-05MO  
Security Patrol Services**



**OWNER  
JURUPA UNIFIED SCHOOL DISTRICT  
4850 PEDLEY ROAD  
JURUPA VALLEY, CA 92509**

Dana Toland, Director, Maintenance and Operations – 951-360-2761  
Jeffrey Lewis, Director, Purchasing – 951-360-4102

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## PROJECT INFORMATION PAGE

### Project: Bid No. 21-22-05MO – Security Patrol Services

**Scope of Work:** Contractor shall provide complete Security Patrol Services consisting of two (2) unarmed, uniformed security officers with two (2) identified patrol cars. Services include both foot and vehicle patrols of all District sites, reporting to Silvertrac Software or Comparable Software, provide coverage at both scheduled and unscheduled events, provide emergency response/notifications and monitor, respond to, and report any security concerns to contracted monitoring center or designated “on call” District staff.

**Contract Time:** 365 calendar days.

**License:** BSIS Clearance Guard Card

**Annual Expenditure:** \$180,000.00

**Liquidated Damages:** \$1000/day or instance  
(whichever is greater)

### Job walk/Pre-bid Conference Attendance is MANDATORY

**Date:** Monday, January 3, 2022  
**Time:** 1:00 p.m.  
**Location:** Jurupa Unified School District  
Parent Center North  
4850 Pedley Road  
Jurupa Valley, CA 92509

**Point of Contact:** Betty Leach, [bleach@jUSD.k12.ca.us](mailto:bleach@jUSD.k12.ca.us), 951-416-1590

**Bid Documents and Addenda:** <http://jurupausd.org/our-district/BizServ/css/Pages/Bids.aspx>

**Requests for Information:** RFIs must be submitted via e-mail to the above Point of Contact. Requests for information must be submitted prior to Tuesday, January 11, 2022, at 12:00 p.m.

### Submit Bids in a sealed envelope:

**Date:** Tuesday, January 18, 2022  
**Time:** 2:00 p.m. or before  
**Location:** Jurupa Unified School District, Education Center  
Purchasing Department (1<sup>st</sup> Floor)  
4850 Pedley Road  
Jurupa Valley, CA 92509

**Tentative Board Approval Date:** February 7, 2022 (subject to change)

JURUPA UNIFIED SCHOOL DISTRICT  
4850 Pedley Road  
Jurupa Valley, California 92509

**NOTICE INVITING BIDS**

NOTICE IS HEREBY GIVEN that the Board of Education of the Jurupa Unified School District is requesting bids for Bid No: 21-22-05MO - Security Patrol Services. All bids must be submitted on forms furnished by the District.

Bidders may obtain a set of Contract Documents via the Jurupa USD website: <http://jurupausd.org/our-district/BizServ/css/Pages/Bids.aspx>. All notices, clarifications, and addenda to this bid will be distributed via the aforementioned website. The District shall not be responsible for sending individual notification of changes or updates to any respondents. It is the sole responsibility of the bidder to remain apprised of changes to this bid.

A MANDATORY pre-bid conference will take place at 1:00 p.m. on Monday, January 3, 2022 at the Jurupa Unified School District Parent Center – North, 4850 Pedley Road, Jurupa Valley, CA 92509.

Bids must be delivered in sealed envelopes to the Purchasing Department, at the Jurupa Unified School District Purchasing Department (Education Center), 4850 Pedley Road, Jurupa Valley, CA 92509, up to, but no later than, 2:00 p.m., Tuesday, January 18, 2022. Each envelope must be clearly marked on the front with the name of the vendor, the bid title and closing date and time.

The Board of Education of the Jurupa Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids and/or process, to be sole judge as to the merit, quality, and acceptability of services and/or materials proposed and its compliance to the specifications, and to not necessarily accept the lowest priced bid of any offered if it is in the best interest of the District.

Bidders may not withdraw their bid for a period of ninety days (90) after the date set for the submittal of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete component and cannot be altered in any way.

**THE SUCCESSFUL VENDOR MAY BE REQUIRED TO POST A BOND AFTER AWARD OF A CONTRACT.**

By Order of the Board of Education  
Jeffery Lewis  
Director of Purchasing

Published: Press Enterprise Thursday, December 23, 2021 and Thursday, December 30, 2021

## GENERAL CONDITIONS

Jurupa Unified School District is requesting bids from qualified firms for the security patrol services for all sites in the District.

### OVERVIEW

The Jurupa Unified School District, hereinafter referred to as District, is seeking bids from qualified and interested firms that are capable of providing the services specified and as described within this bid. It is the District's intent to enter into an agreement with the successful firm to provide security patrol services for the remainder of the 2021-22 school year through the 2025-26 school year.

### QUALIFICATIONS OF THE FIRM

The District reserves the right to investigate the qualifications of all firms under consideration and to confirm the information furnished by vendors. Furthermore; the District reserves the right to require other evidence of managerial, financial or technical capabilities that are considered necessary for the successful performance of the services required.

**BY SUBMITTING A BID, BIDDER AGREES TO FOLLOW ALL REQUIREMENTS SET FORTH IN THE BID DOCUMENTS AND DISTRICT VENDOR/CONSULTANT SERVICES AGREEMENT. NO MODIFICATIONS WILL BE ACCEPTED.**

### SUBMISSION DEADLINE

Vendors must submit an original and a digital copy of their complete bid/packet no later than **Tuesday, January 18, 2022 – 2:00 p.m. PST**, at the following address:

Jurupa Unified School District  
Purchasing Department  
Attention: Betty Leach, Senior Buyer, Purchasing  
4850 Pedley Road, Jurupa Valley, CA 92509

Bids may be mailed in or hand delivered. The District is not responsible for late delivery caused by any carrier. Bids received after the deadline will not be evaluated and will be returned to the sender, unopened. Bids will be date and time stamped in the Purchasing Department. It is each bidder's sole responsibility to ensure their bid is received in the Purchasing Department prior to the deadline.

All submittals become the sole and unrestricted property of the district. The content of all submittals will be held confidential until the selection of a firm is made.

### REQUESTS FOR INFORMATION

Requests for information regarding this bid shall be submitted in writing via email to the following email address no later than Tuesday, January 11, 2022, at 12:00 p.m. PST. Oral and/or telephonic requests will not be accepted:

Jurupa Unified School District  
Attention: Betty Leach, Senior Buyer, Purchasing  
4850 Pedley Road, Jurupa Valley, CA 92509  
951.416-1590 phone; 951.360.4106 fax  
[bleach@jusd.k12.ca.us](mailto:bleach@jusd.k12.ca.us)

## **PREPARATION OF BIDS**

Before submitting a bid, each bidder is expected to thoroughly examine specifications, the schedule, and all other related contractual documents included in the bid, including subsequent addendums to the bid. Failure to do so will be at the bidder's risk, and will not bar the bidder's obligation to perform if a contract is awarded pursuant to this bid.

Each bidder shall sign the signature block of the bid form. The bid must be signed in the name of the bidder and must bear the signature of the person authorized to sign bids on behalf of the bidder.

Each bidder will complete all blanks shown in the bid forms indicating; the annual total per line item by entering a lump sum price in the appropriate blocks; hourly rates per line item; and the total annual amount.

Submit a sealed original copy and a digital copy of the bid. Bids shall be delivered to the attention of Betty Leach, Senior Buyer, Purchasing, Jurupa USD, 4850 Pedley Road, Riverside, CA 92509. It is the sole responsibility of the person submitting the bid to see that it is delivered on time, and received in the Purchasing Department. Bids received after the deadline will be returned to the bidder unopened.

Bids shall be completed in all respects as required by the instructions herein. A bid may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A bid will be rejected if, in the opinion of the Board, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the bid.

The bid submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin immediately opposite the correction the name of the person signing the bid.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other errors in the bid, they shall immediately notify the District of the error in writing and request to withdraw their submittal. All such correspondence should be directed to the attention of Betty Leach, Senior Buyer, Purchasing, Jurupa Unified School District.

No changes will be accepted. Once a bidder submits their bid it will be considered as the firm's best and final offer.

If a bidder fails to notify the District of an error in the bid before the date scheduled for receipt of bids, or of an error that reasonably should have been known to them, they shall submit the bid at their own risk. If the contract is awarded to the bidder, the bidder shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

## **EXPLANATION TO BIDDERS**

If a bidder desires an explanation of any kind regarding provisions of this bid, the bidder is requested to submit its written request e-mail (bleach@jUSD.k12.ca.us), for such explanation. **Requests for Information shall be submitted on or before Tuesday, January 11, 2022, no later than 12:00 noon PST.** The Director or designee will advise all bidders actually known to have received a copy of the bid of the explanation, either by letter or amendment to the bid, as deemed appropriate.



## **ADDENDUMS**

Bidders are advised that the District reserves the right to amend the requirements of this Bid prior to the date set for opening of bids. Such revisions will be done formally by posting any addendums to the District's website. It is the sole responsibility of the bidder to remain apprised of any addendums. If, in the judgment of the District, the change is of such nature that additional time is required for bidders to prepare their bids; the District will change the date of the opening and notify all bidders in writing of the new date.

Bidders must acknowledge receipt of any and all addendums to the bid. Failure to acknowledge receipt of addendums may result in rejection of a bid.

## **SUBMITTING BIDS**

Bids shall be enclosed in sealed envelopes and addressed to the office on Page 1 of this bid. Bids and/or modifications may be hand carried, but the foregoing information will nevertheless be required for identification purposes. Telegraphic, facsimile and electronic bids and modifications will NOT be considered.

## **WITHDRAWAL OF BIDS**

Bids may be withdrawn by letter or in person by a bidder or an authorized representative possessing proper identification and written proof of his/her authority to act on behalf of the bidder. If withdrawn in person by a bidder or a representative of the bidder, the person withdrawing the bid will be required to sign a receipt for the bid. Withdrawal action of any type must be done before the date and time specified for receipt of bids.

## **EVALUATION AND AWARD**

Award will be made in whole or in part, on the schedule, to the most responsive, responsible low bidder.

The Board may reject any or all bids, and may waive informalities and minor irregularities in bids received. The District will be the sole judge in determining irregularities.

A written notice of award will be mailed, faxed, or otherwise delivered to the bidder upon approval and award by the Board. The successful firm will have five (5) business days to submit all required contract forms upon award of contract.

## **LIFE OF BID**

This bid shall remain open and not be withdrawn for a period of ninety (90) days after the date scheduled for submission of bids.

## **PROTEST PROCEDURES**

Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Centralized Support Services not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

- a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar

days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

- b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Superintendent, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**Jurupa Unified School District**  
**Director of Purchasing**  
**4850 Pedley Road**  
**Jurupa Valley, CA 92509**

- c. Appeal Review: The Superintendent or their designee shall review the decision on the bid protest from the Superintendent or their designee and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Superintendent or their designee or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.
- d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.
- e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

#### **RIGHT TO MOVE TO THE NEXT LOWEST BIDDER**

In the event the District terminates the contract with the awarded bidder, the District may enter into a contract with the next lowest responsive and responsible bidder through the end of the original contract term.

## QUALIFICATIONS AND SPECIFICATIONS

### DESCRIPTION OF SCHOOL DISTRICT

Jurupa Unified School District is comprised of 26 school sites, including 3 comprehensive high schools, 3 middle schools, 16 elementary schools, 2 alternative education sites, 1 TK-7/8<sup>th</sup> grade academy and 5 support sites serving over 19,200 students. Jurupa USD's geographical location is the upper western corner of Riverside County, California, north and west of the Santa Ana River and south of the San Bernardino-Riverside County lines.

### DESCRIPTION OF SERVICES

Contractor shall provide complete Security Services for all District properties from 9:00 PM to 6:30 AM, Security Officer "Guard 1" 9:00 PM to 6:00 AM, Security Officer "Guard 2" 9:30 PM to 6:30 AM every calendar day including all holidays and weekends during the Contract's term. The Contractor's bid shall include all costs associated with such services including increased rates for holidays and weekends if applicable. Hours are subject to be adjusted as necessary.

(2) Unarmed, Uniformed Security Officers with (2) Identified Patrol Car; these 2 vehicles to stay at the Maintenance and Operations Yard 4740 Pedley Road, Jurupa Valley, CA, 92509 during non-patrolling hours at assigned parking spots. If vehicle(s) need to leave premises during non-patrolling hours, our designated "office staff" between 6:00 AM and 3:30 PM must be notified required by this Section.

Contractor's employees shall be adequately trained to address common school-related emergencies, including the proper procedure to address armed threats on or around campus, unwelcome intruders on campus, student altercations, and anonymous threats received by the District.

Contractor shall furnish all necessary labor, supervision, uniforms and equipment in accordance with the Bid Documents set forth in this bid. The Contractor's bid shall include all costs associated with such services including increased rates for holidays and weekends if applicable.

### EXPERIENCE

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.

### LICENSES

The District requires that the bidder possess the following Classification of license at the time of bid submittal: **BSIS Clearance Guard Card**. No payment shall be made for work under the contract unless and until the District receives verification that the Contractor was properly licensed at the time the bid was submitted. Any contractor not so licensed is subject to penalties under the law and the contract will be considered void.

### GENERAL OPERATIONAL CONDITIONS

The Contractor shall provide the District with personnel who are well trained professionals and who present an image and demeanor compatible with the District standards.

- a. The Contractor shall supply personnel with levels of training which shall be commensurate with degree of assignment.
- b. The Contractor shall provide qualified supervisors to oversee all personnel assigned to the District.
- c. The Contractor shall provide liaison with the designated District representative on a regular basis.
- d. The Contractor shall be responsive, to changing needs of the District on limited notice.

- e. The Contractor shall maintain and submit to the District, daily log reports of all on-duty security officers.
- f. The Contractor shall work cooperatively with local law enforcement agencies.
- g. The Contractor shall provide a “contact person” to address any and all of the District’s concerns about the security services provided by any of its employees or any security threats discovered by the District.
- h. Upon request, the Contractor shall provide the training and experience history of any and all employees assigned to provide services to the District.
- i. The District may require any employee who fails to meet the District’s standards described herein for any reason to be removed from providing any services to the District and immediately replaced with personnel approved by the District.
- j. Before any security services are provided, the Contractor shall provide a list of all employees who may enter District property and confirm background checks have been conducted on all employees as set forth in the attached “Fingerprint and Criminal Background Check Certification Form.”
- k. **Ensure security personnel do not carry any weapon**, including, but not limited to, any firearm, Taser, while on District property or performing any duty or service on behalf of the District. Contractor may use pepper spray if allowed by company policy.
- l. The Security Officer training provided by contractor shall be coordinated with district staff prior training to make sure the scheduled training does not interfere with station guard “post orders”.

### **CHECK-IN PROCESS**

Security officers to ready to depart yard to start patrolling no later than 9:10 PM and return to yard no earlier than 15 minutes prior to the end of the scheduled shift and is to report to office and turn in reports. If a security officer is late, not reporting to shift or leaving early, he/she is to contact our designated staff “On-Call”.

The Security Services sought by Jurupa Unified School District (“District”) is comprised of 1 type of service: Security Patrol Services, which will involve stationing personnel to patrol specified District Campus Locations to monitor, respond to, and report any security concerns which will involve patrolling all District Campus Locations via vehicle and foot monitoring by reporting to the Silvertrac barcode via cell phone application installed at strategic locations “checkpoints” of every school or administrative building and responding to any observed potential security issue or any potential incident reported by District contracted monitoring center or designated staff “On-Call”.

Software is to be provided and monitored by contractor. Software Application to be downloaded to our district cell phones. Contractor will train Security Officer “Guards” with proper software reporting. Contractor is to install barcodes at “checkpoints” sites as described. Automated nightly reports to be emailed to designated district staff. <https://www.silvertracsoftware.com/>

Silvertrac’s intuitive mobile guard app is designed to make security report writing. Report issues straight from the field - in real-time from any property - based on criteria that can be included in any report, like:

- Time-stamped photos, audio files, and text notes
- Priority levels and notification settings for any issue type
- Property-specific issue types

### **FOOT PATROL SERVICES**

Provide on-site uniformed foot patrol services (“Foot Patrol”). The Foot Patrol personnel shall perform “walk through” of random District sites at least every two (2) hours throughout the course of the shifts described below. All Foot Patrol personnel shall be equipped with cell phone devices, provided by the District, to receive reports of Alarm Events as discussed below and report any potential security threat observed to the appropriate parties, as discussed herein. The Contractor shall provide daily written reports documenting when and where the Foot Patrols occur and any activity that may be interpreted as a security issue during the patrol supported by the Silvertrac Software. The District may request the Contractor provide Foot Patrols at specific locations at specific times in addition to the random Foot Patrols required by this Section. For access to campus, District will provide two (2) gate key sets, one set for each Security

Officer.

### **VEHICLE PATROL SERVICES**

Provide identified vehicle patrol services throughout the District's territory in random order, at various times, from different directions ("Vehicle Patrol"). The Contractor shall provide written records of when and where the Vehicle Patrol services are provided and document any potential security issues that are discovered by the Vehicle Patrols. All security patrol vehicles shall be equipped with the necessary equipment to immediately receive and report any potential security threat, including the Alarm Events as discussed below. The District may request the Contractor provide Vehicle Patrols at specific locations at specific times in addition to the random Vehicle Patrols required by this Section.

Contractor to provide two (2) identified vehicles to remain at the Maintenance and Operations Yard, 4740 Pedley Road, Jurupa Valley, CA, 92509 during non-patrolling hours. If vehicle(s) need to leave premises during non-patrolling hours, District designated "on call" staff must be notified.

### **EMERGENCY RESPONSE/ NOTIFICATION**

Contractor shall be prepared to provide immediate security services if an alarm goes off on any of the District's sites (an "Alarm Event"). Upon receipt of notice of an Alarm Event, the Contractor's personnel shall conduct an immediate, in person, on-site physical investigation of the Alarm Event and contact designated "on call" staff. If involvement of local law enforcement or other outside agencies is necessary, the Contractor's employee(s) must contact outside law enforcement and work with any and all outside agencies to remedy and fully resolve all Alarm Events, including providing any tactical support or information requested to ensure the Alarm Event is completely resolved. Once resolved, the Contractor shall ensure District property is secured until the District provides further instruction. The Contractor shall also work with the District's alarm service provider to receive and respond to any Alarm Event.

If the Contractor's investigation of the Alarm Event determines there is no resulting security threat, Contractor shall ensure the District designated "on call" staff is notified. Alarm Event response time shall be no more than 15 minutes. The Contractor shall maintain and provide the District with a log documenting every Alarm Event, the actions taken by the Contractor and the result. The response time shall be recorded and reported in the District Security Officer Reporting Log.

The contractor will respond to Alarm Event even if assigned to be stationed "post order", making sure site is fully secured prior leaving premises.

### **COMMUNICATION**

At the District's request, Contractor will provide site security analysis and suggestions to address any on-going or potential security threats. The Contractor shall work with District personnel to implement any security measures deemed necessary by the District and/or the Contractor to address any potential security threat.

The Contractor shall develop and implement a comprehensive ongoing patrol and security monitoring system for all District properties during the shifts described herein (the "Security Program"). The Security Program shall include Vehicle Patrols, Foot Patrols and response plans, as well as any further security measures the District requests or Contractor determines necessary to provide adequate and complete security to all of the District's Locations. The Contractor may be required to patrol or visit multiple sites and/or one site on multiple occasions during a single shift if the District and/or the Contractor determine it to be necessary due to high security threats.

Security officers are to be ready to depart yard to start patrolling no later than 9:15 PM and return to yard no earlier than 5:45 AM to report to office and turn in reports. If a security officer is late, not reporting to shift or leaving early, he/she is to contact our designated "on call" staff.

### **REPORTING**

- a. Contractor shall maintain "security logs" which document the personnel assigned to each security task provided to District Campus Sites, a description of the services provided, including the times

and locations patrolled as applicable, and a list of any potential or actual security threats discovered and/or investigated. Contractor will require all security personnel assigned to work at District sites to provide logs certifying the information is accurate.

- b. Contractor shall also produce “security threat reports” for every potential or actual security incident or threat observed and/or investigated by any security personnel, including any event that is discovered to be a false alarm or a non-security threat. These reports shall describe in detail the information collected or received by security personnel, the time of the incident, the actions taken by Security Personnel, and how the security incident was resolved. Security Personnel must carry a district assigned cellphone while on duty, and provide photographic evidence, if possible, in all “security threat reports.”
- c. All pictures, reports, and other documentation regarding the Contractor’s services shall immediately become the property of the District and must be provided to the District immediately upon request.
- d. District may request audio recordings and/or reports between Contractor Monitoring/Dispatching upon contacting security personnel.

### **CONTRACTOR EMPLOYEE CONDUCT**

The Contractor shall be fully responsible for the conduct and appearance of its employees while providing any work or services for the District and for any damage to District property caused by his employees. All employees providing services on or for any District site must wear appropriate uniforms that will identify them as employees of the Contractor and speak English. The District, at its sole discretion, may develop a protocol for the appearance and conduct of all Contractor security personnel, unless civilian clothes patrol requested by the district. Failure to follow the Protocol shall be grounds for termination, at the sole discretion of the District.

The Contractor acknowledges that the work and services to be performed under this contract will be done in schools and that it is possible that students may be in the immediate area at any time. Contractor shall advise all employees to use care, respect and discretion when working in these surroundings. The Contractor 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.

### **INSPECTION**

All services provided by the Contractor shall be subject to random inspection by District representatives. Such inspection includes reviewing any equipment used by Security Personnel, including vehicles, communication equipment, and staff uniform. If the District determines that Contractor is not providing any services required herein at the standards required by the District, the District may issue a written “Notice to Correct” describing the issue. Contractor must provide a written response explaining how the deficiency will be ratified. At the District’s sole discretion, any defect or failure by the Contractor may be grounds for immediate termination for cause, as described herein.

### **VEHICLE STANDARDS**

- a. The Contractor shall supply full size patrol vehicles that are clearly marked and resemble local law enforcement models.
- b. Vehicle shall be in good mechanical condition.
- c. Vehicle shall be clean and professional in appearance.
- d. Vehicle shall be equipped with all items necessary for patrol/security functions (i.e. lights, safety equipment, radio, etc.) in good working condition.
- e. Vehicle shall be fully licensed and insured.
- f. Upon request, the Contractor shall make its vehicles available for District inspection. If any vehicle used by the Contractor is deemed unacceptable by the District, it shall be immediately removed from District property and replaced at no charge to the District.
- g. Every patrol vehicle is to be outfitted with a police equipment package consisting of an on-board computer/radio dispatch system, emergency spotlights, traffic control, and emergency equipment including a first-aid kit, traffic cones and flairs, a fire extinguisher, and jumper cables.

### **LIQUIDATED DAMAGES**

The Contractor must provide all services to all District Campus Sites on a consistent basis through the term of the Agreement. It is agreed that damages for the failure of the Contractor to provide adequate security services on a consistent basis throughout the term of the Agreement are impossible to ascertain but that the sum of One Thousand dollars (\$1,000.00) per day is a reasonable estimate. Should the Contractor fail or refuse to provide any of the work or services required pursuant to the Project Contract, the Contractor shall be liable for liquidated damages, payable to the District, in an amount of One Thousand dollars (\$1,000.00) for each calendar day that the Contractor fails or refuses to provide adequate services. Such failure shall include, but is not limited to, failing to provide adequate personnel during the Security Service timeframe, failing to adequately respond to a security situation, and failure to respond to any request issued by the District. District may reduce payment owed to the Contractor for the liquidated damages assessed herein. This Article shall not be construed as preventing the District from the recovery of damages under any provisions of the contract documents or terminating the Agreement.

**SITES**  
**JURUPA UNIFIED SCHOOL DISTRICT**

Jurupa Valley High School  
10551 Bellegrave Avenue, Jurupa Valley, CA 91752

Patriot High School  
4355 Camino Real, Jurupa Valley, CA 92509

Rubidoux High School  
4250 Opal Street, Jurupa Valley, CA 92509

Jurupa Middle School  
8700 Galena Street, Jurupa Valley, CA 92509

Mira Loma Middle School  
5051 Steve Street, Jurupa Valley, CA 92509

Mission Middle School  
5961 Mustang Lane, Jurupa Valley, CA 92509

Del Sol Academy  
11626 Forsythia Street, Jurupa Valley, CA 92509

Camino Real Elementary School  
4655 Camino Real, Jurupa Valley, CA 92509

Glen Avon Elementary School  
4352 Pyrite Street, Jurupa Valley, CA 92509

Granite Hill Elementary School  
9371 Granite Hill, Jurupa Valley, CA 92509

Ina Arbuckle Elementary School  
3600 Packard Street, Jurupa Valley, CA 92509

Indian Hills Elementary School  
7750 Linares Avenue Jurupa Valley, CA 92509

Mission Bell Elementary School  
4020 Conning Street, Jurupa Valley, CA 92509

Pacific Avenue Academy of Music  
6110 45<sup>th</sup> Street, Jurupa Valley, CA 92509

Pedley Elementary School  
5871 Hudson Street, Jurupa Valley, CA 92509

Rustic Lane Elementary School  
6420 Rustic Lane, Jurupa Valley, CA 92509

Sky Country Elementary School  
5520 Lucretia Avenue, Jurupa Valley, CA 91752

Peralta Elementary School  
6450 Peralta Avenue, Jurupa Valley, CA 92509

Stone Avenue Elementary School  
5111 Stone Avenue, Jurupa Valley, CA 92509

Sunnyslope Elementary School



7050 38<sup>th</sup> Street, Jurupa Valley, CA 92509

Troth Street Elementary School  
5565 Troth Street, Jurupa Valley, CA 91752

Van Buren Elementary School  
9501 Jurupa Road, Jurupa Valley, CA 92509

West Riverside Elementary School  
3972 Riverview Drive, Jurupa Valley, CA 92509

School Readiness Center  
5960 Mustang Lane, Jurupa Valley, CA 92509

Learning Center  
4041 Pacific Avenue, Jurupa Valley, CA 92509

Nueva Vista Continuation High School  
6836 34<sup>th</sup> Street, Jurupa Valley, CA 92509

Training & Support Services Center  
3924 Riverview Drive, Jurupa Valley, Ca 92509

Maintenance and Operations  
4740 Pedley Road, Jurupa Valley, CA 92509

Professional Development Center/Warehouse  
10223 Bellegrave Avenue, Jurupa Valley, CA 91752

Education Center  
4850 Pedley Road, Jurupa Valley, CA 92509

## **MANDATORY CRITERIA**

### **CONTRACT DOCUMENTS**

The complete contract will include the Bid Documents, any addendums issued, the bid of the Vendor and its acceptance by the District, and the Purchase Order/Contract issued by the District, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein without modification.

### **ERRORS AND OMISSIONS**

It shall be the responsibility of the bidder to be acquainted with the contract documents before submitting a bid, and the bidder shall assume full liability for any errors or omissions in their bid.

### **NON-COLLUSION DECLARATION**

Each bidder is required to complete the form entitled, "NON-COLLUSION DECLARATION" which is attached hereto and made a part hereof.

### **DRUG, ALCOHOL AND TOBACCO-FREE**

The Jurupa Unified School District is a drug, alcohol and tobacco-free workplace. "Drug, Alcohol and Tobacco-free" shall mean prohibition of the use of drugs, alcohol and/or tobacco or drug, alcohol, tobacco products and/or paraphernalia on any part of the School District grounds or buildings, in District vehicles and at any time by anyone on District property.

### **CONFLICTS OF INTEREST**

Bidder represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under own bid and that no person having any such interest shall be subcontracted in connection with this bid, or employed by bidder.

Bidder will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

Failure to comply with the above provisions shall constitute grounds for immediate rejection of the bid, in addition to whatever other remedies the District may have.

### **PRICING-TERM OF CONTRACT**

Quoted prices must stay in effect for one year (12 months) from the start of the contract. After the initial one-year period, a maximum price increase of 5% per fiscal year (July 1 – June 30) may be negotiated subject to existing market conditions, and as determined by the Consumer Price Index (CPI), BUT WILL NEVER EXCEED 5%. Contractor shall submit to the District any price increases at least 90 days in advance of the new fiscal year. In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Bidders shall comply with all equal employment opportunity provisions of federal, state and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the bidder and be in effect during the performance of the contract. The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public projects because of sex, race, color, national origin or ancestry, religion, or handicap of such persons.

### **CHECKLIST OF MANDATORY BID FORMS**

(For Bidder's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- Non-Collusion Declaration
- Contractor's Certificate Regarding Workers' Compensation
- Contractor's Certificate Regarding Drug-Free Work Place
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- References
- Fingerprint and Criminal Background Check Certification Form

**BID FORM**

TO: Jurupa Unified School District, acting by and through its Governing Board, herein called "District."

FROM: \_\_\_\_\_

1. Pursuant to and in compliance with District's Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized him/herself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Bid Documents, Addendums, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the work in a professional manner required in connection with the service of:

BID NO.21-22-05MO – Security Patrol Services

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

**2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM(S):**

Number	Number	Number	Number	Number	Number	Number	Number
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Acknowledge the inclusion of all addendums issued prior to bid in the blanks provided above. Failure to do so may render the bid non-responsive.

3. Bureau of Security & Investigative Services License (BSIS) Number: \_\_\_\_\_

**4. RATES:**

Regular Hourly Rate: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

Additional Services Required "As Needed" and Rates

a. Holiday Hourly Rate (Legal Holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Eve, New Year's Day, Memorial Day and 4<sup>th</sup> of July) \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

b. Hourly Rate Special Events with Identified Patrol Vehicle \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

c. Hourly Rate Special Events Foot Patrol in Uniform NO Patrol Vehicle \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

d. Hourly Rate Special Events Civilian Clothes NO Patrol Vehicle \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

5. **TIME FOR COMPLETION:** The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. The required Non-Collusion Declaration is attached hereto.

7. The names of all persons interested in the foregoing bid as principals are as follows:

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

8. The undersigned bidder shall be licensed and shall provide a BSIS Clearance Guard Card.

9. The bidder declares that he/she has carefully examined the Contract Documents, including the Bid Documents, all others documents and requirements issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

10. **DEBARMENT.** In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

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

\_\_\_\_\_  
Proper Name of Company

\_\_\_\_\_  
Name of Bidder Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip

(        )  
\_\_\_\_\_  
Phone Number

(        )  
\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail

By: \_\_\_\_\_  
Signature of Bidder Representative

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

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

*All signatures must be made in permanent blue ink.*

**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 or Printed Name: \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION**

Labor Code section 3700 in relevant part provides:

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

I am aware of the provisions of 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 provision before commencing the performance of the work of this Contract.

\_\_\_\_\_  
Bidder’s Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date



**CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing 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.

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such 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 termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et. seq.

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

\_\_\_\_\_
Date

\_\_\_\_\_
Signature

\_\_\_\_\_
Bidder’s Name

\_\_\_\_\_
Typed or Printed Name

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

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.

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Bidder's Name

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Signature

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Typed or Printed Name

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Date

## **CONTRACTOR REFERENCES AND RESPONSIBILITY INFORMATION**

1. The District expressly reserves the right to reject the bid of any vendor who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the vendor is “non-responsible” and poses a substantial risk of being unable to supply the materials, equipment and/or services to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the vendor has previously performed work, reference checks and examination of all public records.
3. **FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.**
4. **EXAMPLE:** Your references should be listed in the following format: information is provided as a sample only and does not reflect actual information.

District or Entity: XYZ Unified School District  
Phone#: (222) 123-4567  
Address: 999 Holly Drive, Los Angeles, CA 92000  
Name of Contact: Bob Jones, Director of Maintenance and Operations  
Scope of Work: Security Patrols for XYX Unified School District

**REFERENCES**

Reference #1

District or Entity: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

Reference #2

District or Entity: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

Reference #3

District or Entity: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

Reference #4

District or Entity: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

Reference #5

District or Entity: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

END OF DOCUMENTS REQUIRED TO BE SUBMITTED WITH BID



Vendor/Consultant Services Agreement

This Vendor/Consultant Services Agreement ("Agreement") is made between the Jurupa Unified School District ("District"), and \_\_\_\_\_ ("Vendor"), and collectively known as "Parties."

RECITALS

WHEREAS, Vendor is customarily engaged in an independently established trade, business or profession; the services, projects, or tasks completed by Vendor are those that are outside the usual work of District; and Vendor is free from the control and direction of District in connection with the performance of the services and project described in Article 1 hereof; and

WHEREAS, District requires the services described in Article 1 hereof; and

THEREFORE, District and Vendor mutually agree as follows:

Article 1. Services to be provided by Vendor

Vendor will render the specific services or complete the specified project or task requested by District described herein AND attached as Exhibit A – Scope of Services ("Services"): (Give a complete description of the services to be performed / conducted by the Vendor to include schedule/dates of performance(s), location, target audience, hourly rate, etc.):

Four horizontal lines for providing details of services.

Article 2. Compensation

- 1. District shall compensate Vendor for the specified services, projects or tasks completed, described in detail above and as in Exhibit A, in an amount not to exceed \$ \_\_\_\_\_ ("Fees").
2. No additional compensation will be provided unless agreed to in writing by District.
3. District will not withhold Federal or State income tax deductions from payments made to Vendor under this Agreement. If applicable, District will provide Vendor with a statement of earnings.
4. For services rendered, the Vendor must submit to the District an itemized invoice, referencing the contract number (e.g. C-1001111), describing services provided. District will pay Vendor after receipt of an invoice, net 30 days, for the aforementioned Fees, following Vendor's full performance of the Services set forth in Article 1.

Article 3. Duration

The term of this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

The relationship between District and Vendor shall only last during this specified time frame. Vendor maintains the right to continue to make his/her services available to the general public, and provide services to multiple entities/firms during the term of this Agreement.

The parties understand that time is of the essence. Upon a showing of good and sufficient cause by Vendor, District may, in its sole discretion, grant an extension of time as it may deem advisable. However, District shall not pay Vendor any additional compensation if such an extension is granted, unless Vendor performs additional services and the compensation is determined by the District and Vendor in writing as an amendment per Article 7.

**Article 4. Independent Contractor Status**

Vendor will perform said services in his/her own way and as an independent contractor in the pursuit of his/her independent calling and not as an employee of District. Vendor has the right to control the performance of his/her work and may determine the sequence of tasks to be completed. In order to confirm its status as an independent contractor under current law, Vendor represents to the District as follows: *[Check as applicable]*

- Vendor will be providing professional services as set forth above as Services, and (i) maintains a separate business location, (ii) maintains a business license/professional service licenses or certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in such professional services.
- Vendor is providing “business to business” services where Vendor is (i) a separate business entity (ii) holds and maintains all required business licenses, certificates and similar, and (iii) does not require a California contractor’s license in order to provide the Services set out in this Agreement.

Vendor may engage the assistance of assistants to aid him/her in completing the project for District. Any assistants used to satisfy the project shall comply with Article 5 and 8, below. Vendor shall, and represents that he/she will, properly classifying his/her assistant(s) as employees or independent contractors pursuant to Labor Code section 2750.3 and corresponding federal provisions for the term of this Agreement. Vendor and his/her assistants will supply his/her/their own tools and materials to complete the specified project. Vendor and his/her assistants are not entitled to employment benefits from District. The parties intend for this Agreement to serve as an independent contractor agreement.

**Article 5. Background/Fingerprinting Provision**

Vendor shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements, unless the school district determines that the vendor will have limited contact with students. Vendor certifies:

- Vendor and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Vendor must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.
- Vendor and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.
- Transportation Vendors are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Vendor must cause to be on file with the District a certificate from the examining physician showing the Vendor, employees and/or assistants of Vendor have been examined and found free from active tuberculosis.

**Article 6. General Provisions**

1. Vendor shall comply with all Federal, State and local laws applicable to such Services.
2. Vendor represents that he/she has the skills, experience, and knowledge necessary to perform the services agreed to be performed under this Agreement; Vendor represents that he/she has received training in the business or profession of the type for which District has hired him/her to perform and has integrated such training into his/her personal business; and Vendor understands the District has relied upon the representations of Vendor that he/she has the skills, experience, and knowledge to perform the services required by this Agreement in a competent manner. Vendor understands that the scope of the services required to be performed under this Agreement is limited to the project or task described in Article 1 and Exhibit A. Vendor understands that he/she is free from the control and direction of District in completing the task or project, but warrants that he/she will faithfully and diligently perform the services hereunder. Vendor shall employ, as a minimum, generally accepted standards of practices employed by persons engaged in providing similar services in existence at the time of the performance of the obligations hereunder.

**Article 7. Amendments to the Agreement**

This Agreement may be amended by the mutual written consent of the Parties. This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the Parties.

**Article 8. Assignment**

Notwithstanding Article 5, this Agreement may not be assigned or subcontracted by either Party without the consent of both Parties.

**Article 9. Governing Laws**

This Agreement is governed by the laws of the United States of America and the State of California, including, but not limited to, the applicable provisions of the California Government, Education, and Labor Codes, as well as the Americans' with Disabilities Act ("ADA"), all of which are incorporated herein by this reference. Any dispute shall be handled through a court of law based in Riverside County, California and not through arbitration, unless agreed to by both Parties.

**Article 10. Precedence**

The terms outlined in this Agreement take precedence over any other agreement between the District and Vendor.

**Article 11. Ownership of Materials**

Any and all documents, or materials prepared or caused to be prepared by Vendor pursuant to this Agreement for purposes of the service, project, or task shall be delivered to the District, and upon payment of the Fees by District shall become the property of the District. Vendor maintains ownership of his/her personal tools and materials brought to District used for purposes of completing services pursuant to the Agreement.

**Article 12. Indemnification**

To the maximum extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless District, its board members, officers, agents, employees, and/or authorized volunteers from any and all claims, demands, losses, damages and expenses, including reasonable attorney fees and legal costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising from or out of all acts or omissions the Vendor or from its provision of Services hereunder, or those activities, actions, or omissions of any of its officers, agents, employees, or subcontractors of Vendor, whether such act or omission is authorized by this Agreement or not. Vendor shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by the acts or omissions of such persons. District assumes no responsibility whatsoever for any property placed on District premises by Vendor, Vendor's agents, employees or subcontractors. Vendor further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or willful misconduct of the District or any of its officers, agents, employees, and/or volunteers. The requirements of this provision shall survive the expiration and/or termination of this Agreement.

Vendor intends to be classified as an independent contractor, and agrees and understands that if a finding is made that District intentionally or unintentionally misclassified Vendor and/or his/her assistants as an independent contractor, the District will not be held liable for any claims, damages, losses, backpay, overtime pay, fines, or expenses related to Vendor's and/or his/her assistant(s) employee status. Vendor agrees to assume full responsibility for any and all claims, damages, losses, backpay, overtime pay, fines, or expenses related to any potential misclassification of Vendor and/or his/her assistant(s). Vendor agrees to indemnify and hold harmless District from any and all claims of misclassification as an independent contractor.

Unless agreed to by written addendum, Article 12 shall be the sole indemnification clause between the Parties.

**Article 13. Minimum Insurance Requirements**

Vendor shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement, or other equivalent coverage that has been deemed acceptable under general standards in Vendor's profession or business and as approved by District. Should Vendor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage



in all articles of this Agreement. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Vendor's obligations to indemnify and hold harmless the indemnitees herein from third party claims.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products – Completed Operations Aggregate (Comp/Op Agg) for bodily injury, personal injury, and property damage.
  - a. The Commercial General Liability Coverage shall include the following endorsements:
    - (i) The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement;"
    - (ii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement;"
    - (iii) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement."
  - b. The Commercial General Liability Coverage shall not include the following endorsements: Amendment of Contractual Liability, Total Pollution Exclusion, Cross Suits Liability Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability. The Business Auto coverage shall include the following endorsements:
  - a. The District, its Board, officers, agents and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or agreement;"
  - b. A Waiver of Subrogation endorsement, as specified in Article 13, Paragraphs 1(a)(ii);
  - c. A Primary, Non-contributory endorsement, as specified in Article 13, Paragraphs 1(a)(iii).
3. Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
  - a. The Workers' Compensation coverage shall include a Waiver of Subrogation endorsement, as specified in Article 13, Paragraphs 1(a)(ii);
  - b. If Vendor is using a professional employer organization or any other type of staffing company to sub-contract employees, Vendor must notify and seek approval from the Purchasing Department of the District prior to the execution of this Agreement.
4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000 excess over the Commercial General Liability, Automobile Liability and Employer's Liability. The Umbrella or Excess Liability coverage shall include all endorsements required under Article 13, Paragraphs 1(a)(i), 1(a)(ii) and 1(a)(iii).
5. Vendor must provide professional liability insurance, or the equivalent to his/her specific field (such as medical malpractice, errors and omissions, etc.), with limits not less than \$1,000,000 for each claim or event with an annual aggregate of \$1,000,000.
6. Should any of the insurance policies contain either a deductible or self-insured retention, the Vendor shall solely be responsible to pay that deductible or self-insured retention.
7. Should any required insurance policies be cancelled, non-renewed or if the Vendor fails to renew, Vendor shall provide notice of such cancellation immediately to the District.
8. All insurance policies as required in this article shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
9. Certificates of Insurance Coverage shall be filed by Vendor with the District evidencing all of the insurance coverages required in this article at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered a material breach of contract by Vendor under which the District may immediately terminate this Agreement. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### **Article 14. Material Breach of Contract**

In the event Vendor fails to deliver the product and services as contracted for herein, to the satisfaction of the District or otherwise fails to perform any provisions of this Agreement, the District, after providing five (5) days written notice and Vendor's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Vendor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**Article 15. Termination**

1. District may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Vendor. In the event such notice is given, unless otherwise indicated by the District, Vendor shall cease immediately all work in progress. If the District terminates without cause, the District shall pay the Vendor for services rendered through the date of District's termination notice.
2. Vendor may terminate this Agreement, with cause, at any time by giving thirty (30) days written notice of termination to the District.
3. Upon termination of this Agreement by either Vendor or District, all property belonging exclusively to District, which is in Vendor's possession, shall be returned to District, and all property belonging exclusively to Vendor, on District property, shall be returned to Vendor.

**Article 16. Force Majeure**

If the performance of any act required of District or Vendor is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, pandemics, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for the period of time equal to the period of time of the prevention or delay. In the event District or Vendor claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of that fact within ten (10) calendar days after the beginning of any such claimed delay.

**Article 17. Authority**

Vendor represents and warrants that Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**Article 18. Non-Discrimination and Equal Employment Opportunity**

Vendor represents and agrees that it does not and shall not discriminate against any employee, assistant, or applicant for employment because of race, religion, color, sex, or national origin.

**Article 19. Severability**

If by operation of law, order of a court of competent jurisdiction, or other reason, it is determined that any Section, Subsection, clause or other provision of this Agreement is illegal, null, void, invalid, unenforceable or in violation of public policy, the remaining Sections, Subsections, clauses and other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

**Article 20. Liquidated Damages**

Liquidated damages will be assessed in an amount of One Thousand dollars (\$1000.00) for each calendar day as per bid documents.

In WITNESS WHEREOF, the parties have executed this Agreement in Jurupa Valley, CA on the day and year as follows:

**For:** \_\_\_\_\_  
Vendor Name

**By:** \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Printed/Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Contact Information:**

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Phone

**For Jurupa Unified School District**

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

Jeffrey Lewis, Director of Purchasing  
4850 Pedley Road  
Jurupa Valley, CA 92509  
951-360-4102

\_\_\_\_\_  
Date

District Only

\_\_\_\_\_  
Site/Department

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Contract Number