



REQUEST FOR PROPOSAL
RFP No. 2223-MOT01

FOR
Security Guard Services

Deadline: 2:00:00 p.m., Friday, April 29, 2022

Alum Rock Union Elementary School District

2930 Gay Avenue

San Jose, CA 95127

<http://www.arusd.com>

For Information Contact:

Ed Villarreal, Director

Maintenance, Operations & Transportation Department

2930 Gay Avenue

San Jose, CA 95127

408-928-6872

ed.villarreal@arusd.org

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NOTICE TO BIDDERS

Notice is hereby given that Alum Rock Union Elementary School District (ARUSD) will receive sealed bids for **RFP No. 2223-MOT01, Security Guard Services**. A pre-proposal conference has been scheduled for Wednesday, April 20, 2022 at 10:00 A.M. in the **District Office Board Room at: 2930 Gay Avenue, San Jose, CA 95127**. **Due to COVID-19, the district is asking that only one (1) company representative attend the pre-proposal conference and maintain the following COVID-19 safety guidelines.** Proof of full vaccination status, second dose of either the Pfizer or Moderna vaccine or a single dose of the Johnson & Johnson vaccine at least 14 days prior to the day of the meeting. Or proof of a negative COVID-19 test within the following timeframes:

- a. PCR test administered within two (2) days of the meeting
- b. Antigen test administered within one (1) day of the meeting

Respondents are invited to submit an original RFP plus five (5) bound copies, and one (1) electronic PDF version on a flash drive. **The district office is closed to the public due to the COVID-19 pandemic, the proposer is solely responsible for ensuring that the District receives all proposals by the deadline date.** Proposals shall be submitted in a sealed envelope no later than **2:00:00 p.m. on Friday, April 29, 2022** and clearly marked RFP No. 2223-MOT01. Each bidder is responsible for the delivery of their proposals. If the proposal is delivered late or to the wrong address, by any delivery method, the bidder bears full responsibility.

FAX OR EMAIL PROPOSALS WILL NOT BE ACCEPTED. Proposals received after the above stated time and date will be returned to vendor unopened. Sealed proposals will be received at:

**Alum Rock Union Elementary School District
Purchasing Department**

Attn: Mr. Ed Villarreal, Director, MOT Department
**2930 Gay Avenue
San Jose, CA 95127**

District office hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. All questions or requests for clarification regarding this RFP should be submitted via email to Ed Villarreal at ed.villarreal@arUSD.org no later than 3:00:00 p.m. (California time) on Friday, April 22, 2022.

All proposals received as part of this solicitation become the property of the District and shall be considered public record. The cost to prepare and submit the proposals is at the sole expense of each firm. The emphasis of your proposal should be on completeness, adherence to directions and format requirements, brevity, and clarity of content.

The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith.

Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the security guard service company. The District makes no representations that any contract will be awarded to any respondent.

Contact with any individual(s) in the District, other than the individual(s) specifically named herein, is prohibited, and may result in rejection of the proposal.

Copies of the bid documents may be downloaded from the following site:

<https://www.arUSD.org/district/departments/business-services/purchasing/bids>

Published date: April 12, 2022
April 19, 2022

INFORMATION TO BIDDERS

Introduction:

It is the intent of Alum Rock Union Elementary School District (ARUSD) to enter into a Security Guard Services agreement for a 3-year period with 2 additional one year renewals to cover ARUSD school sites and facilities. The successful Security Guard Service vendor shall have a program which meets all state and local codes and regulations.

Bid Proposals:

To receive consideration, bid proposals shall be made in accordance with the following instructions.

1. Receipt of Request for Proposals.

RFP's must be received sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of vendor, and submitted to:

Alum Rock Union Elementary School District

Purchasing Department

Att: Mr. Ed Villarreal, Director of MOT

2930 Gay Avenue

San Jose, CA 95127

Respondents shall submit an original RFP plus five (5) bound copies, and one (1) electronic PDF version on a flash drive. The Original shall be marked on the binder as "original".

- 2. Bid Security.** Each RFP shall be accompanied by a satisfactory bid bond in favor of the DISTRICT executed by the bidder, as principal, and an admitted surety insurer in an amount not less than ten thousand dollars (\$10,000.00). Certified Checks or Cashier's Checks will not be accepted as Bid Security. Personal sureties and unregistered surety companies are unacceptable. The bid bond shall be given as a guarantee that the bidder will execute the contract, if it is awarded to him, in conformity with the Contract Documents, and shall provide the surety bond(s) and other required contract documents, as specified, within ten (10) calendar days after notification of award of the Contract to the proposer. The security shall be forfeited to the DISTRICT should the Proposer to whom the Contract is awarded fail to execute the Agreement and provide the bonds and other documents within ten calendar days of award.

3. Site Visit

Each Vendor shall visit the sites of the proposed work and become fully acquainted with the conditions relating to the service so that they fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract. The failure of any Vendor to examine any site(s) shall not relieve the Vendor from any obligations with respect to the proposal or contract. Companies who wish to visit sites, must request authorization and make arrangements through the MOT Office by calling Ed Villarreal at (408) 928-6872. District and site maps can be provided.

4. RFP Submittal Copies

RFP's must be received prior to the time and date designated below. Bids received later than the designated time and date will not be accepted. **Facsimile (FAX) copies or email copies of the RFP will not be accepted.**

5. District Contact

In order to control information disseminated regarding this Request for Proposal, organizations interested in submitting proposals are directed **not** to make personal contact with District employees other than the individuals listed below:

Ed Villarreal,
Director of MOT
(408) 928-6872
ed.villarreal@arUSD.org

All questions regarding this RFP must be submitted via email no later than 3:00:00 p.m. (California time) on Friday, April 22, 2022 to Ed Villarreal at ed.villarreal@arUSD.org.

6. RFP Submittal

All proposals must include the following completed documents/forms. Failure to submit the documents/forms may render the proposal non-responsive:

1. RFP Proposed Security Guard Service Program and pricing
2. A Bid Bond in the amount of \$10,000 is required to be submitted with the bid.
3. Noncollusion form
4. Workers compensation form
5. District Proposal Form
6. Non-Discrimination Form
7. Notice Regarding Criminal Records Check
8. Certification by Contractor Regarding Criminal Records Check
9. Conflict of Interest Certification
10. Notice of Policy on Business Gifts and Conflict of Interest

7. Tentative Timeline:

RFP Schedule of Events

Dates

RFP release date	Monday, April 12, 2022
Pre-proposal conference	Wednesday, April 20, 2022
Deadline to receive proposal questions	Friday, April 22, 2022
Response to questions	Tuesday, April 26, 2022 by 3 p.m.
Proposal due date	Friday, April 29, 2022
Interviews (by invitation only)	Tuesday, May 3, 2022
Anticipated Award Date	Thursday, May 12, 2022
Anticipated Start Date	Friday, July 1, 2022

8. **Evaluation and Award**

Award will be made to the Bidder whose proposal demonstrates the most responsive and advantageous proposal to the District. The District shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the District after all factors have been evaluated.

The method used for evaluating and awarding this RFP will involve a two (2) step process:

Step 1: The selection committee will review submitted proposals. Only proposals that are deemed to be responsive and capable of meeting the District's needs, and scores the highest points based on the evaluation criteria stated in the bid, will be approved to move forward to step two.

- (a) The District reserves the right to conduct live interviews of some or all of the respondents. If necessary, the interviews will occur Tuesday, May 3, 2022 and will be by invitation only. Once all requested interviews are complete the selection committee will select the winning firm by using the "Forced Ranking" method.

Step 2: If the District elects to enter into negotiations with the highest responsive bidder and a mutually acceptable agreement cannot be reached, negotiations with that proposer(s) will be formally closed and negotiations will be opened with the next best highest scoring proposal, and so on until an agreement can be reached.

GENERAL TERMS AND CONDITIONS

Bids/Proposals. To receive consideration, Bids/Proposals shall be made in accordance with the following terms:

1. **THE BID** - All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **"FAX" BIDS** - Facsimile copies of bids will **not** be accepted for formal advertised bids.
3. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. **NAME AND NATURE OF BIDDER'S LEGAL ENTITY** - The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** - Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to public Contract Code Sections 5100 et.
6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **BID NEGOTIATIONS** - A bid response to any specific item of this bid with terms such as "negotiable", will negotiate" or of similar intent, will be considered as nonresponsive to the specific item.
8. **PRICES** - Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Santa Clara County for products listed herein.

9. **TAXES** - Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.
10. **PERFORMANCE GUARANTEE** - The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Assistant Superintendent of Business. A continuous performance bond in the amount of 25% of the total amount of the award executed by a surety satisfactory to the District and filed with the Purchasing Manager is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.
11. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** - The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications.
12. **DISTRICT REQUIREMENTS** - The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required.
13. **ACCEPTANCE OR REJECTION OF BIDS** - The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
14. **BID EXCEPTIONS** - All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

15. **AWARDS** - The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
16. **EXECUTION OF CONTRACT** – The successful bidder(s) will be required to sign the District’s standard Independent Contract Agreement (sample attached exhibit B).
17. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
18. **INSURANCE** -The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder will be required to file proof of such insurance, naming Alum Rock Union Elementary School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability and auto insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
19. **INVOICES AND PAYMENTS** - Unless otherwise specified, the successful bidder(s) shall render invoices for materials delivered or services performed under the contract, to the Accounting Department of the District, 2930 Gay Avenue, San Jose, CA 95127. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed t hereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

20. **MISCELLANEOUS PROVISIONS:**

A. Assignment of Contracts - The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

B. Binding Effect - This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

C. Severability - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments -The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement - This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause - The successful bidder agrees to indemnify, defend and save harmless Alum Rock Union Elementary School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. Prevailing Law - In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue - In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state of federal court located in Santa Clara County.

J. Permits and Licenses - The successful bidder(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges - If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents - The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out herein.

M. Independent Contractor - While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination - It is the policy of the Alum Rock Union Elementary School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

O. Tobacco-Free -

Alum Rock Union Elementary School District became a tobacco-free workplace. "Tobacco-free" shall mean prohibition of the use of tobacco or tobacco products on any part of the School District grounds or buildings, in District vehicles and at any time by anyone on District property.

P. Termination without Cause - This Agreement may be terminated by the District upon giving thirty days' advance written notice of an intention to terminate.

Q. Product Shortages - If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

SPECIAL TERMS AND CONDITIONS

TERM OF CONTRACT: The successful bidder shall be awarded a contract for a period of 3 years with two (2) possible one (1) year extensions, effective from the Notice to Proceed date. Alum Rock Union Elementary School District may elect at their option to discontinue any or all services specified in the contract in favor of other services, facilities or equipment determined to be in the best interest of the District or to mutually agree to renew for the additional two (1) one year periods.

PRICING CONDITIONS: For the first 2 years of the Contract, pricing will be fixed at the proposal pricing. Sixty Days prior to the expiration of the fixed pricing term, the Vendor may submit proposed pricing revisions for the following year, which will be subject to negotiation by Alum Rock Union Elementary School District at the Districts discretion. The Vendor must provide adequate documentation to substantiate any request for price increase.

MINIMUM WAGE CONDITION: In the event the Contractor is required by the Federal Government to increase the minimum wage, then the minimum wage and salary rates paid to the Contractor employees shall be subject to negotiation between the Contractor and the District. Any wage rate increase will only apply to those security employees that are currently at the minimum wage rate.

EXECUTION OF CONTRACT: Exaction of a Board Approved Independent Contract Agreement and a Purchase Order by the Districts Purchasing Manager shall evidence the contractual agreement between the Vendor and the District.

PAYMENT: The Vendor must invoice Alum Rock Union Elementary School District, Accounts Payable, in order to initiate the payment process. All invoices shall indicate (a) the contract number (PO number).

**Alum Rock Union Elementary School
Accounts Payable Department
2930 Gay Avenue
San Jose, CA 95127
Phone Number: (408) 928-6852**

The District will not approve for payment any security guard dispatch fee which is not documented on the Contractor's monthly activity report and there is no support documentation on file with the District (i.e. report does not match District activity report and no dispatch report was received from Contractor).

PERFORMANCE BOND:

Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a Faithful Performance Bond in the amount of Twenty-Five percent (25%) of the total maximum annual charge for Security Guard Services, and an Employee Fidelity Bond of not less than Twenty-Five percent (25%) of the total maximum annual charge for Security Guard Services.

CHANGES TO CONTRACT:

The District reserves the right to add or delete service and/or sites during the term of the contract. The submitted prices in this RFP will be used to adjust compensation during the contract period.

ALTERNATE PROVIDER OPTION:

It is the intent of the district to fully utilize the selected contractor for services listed herein, however the District reserves the right to select an alternate provider to perform specific services due to negligence in performance at any given site. Written communication will be provided to the contractor in an event, which would require this option.

PERFORMANCE PENALTY:

1. The Contractor agrees by submittal of his/her proposal to pay a late penalty to the District at a rate of \$50 per every 10-minute interval exceeding 20-minutes a Security Guard is not at the requested service location or exceeds the 20-minute emergency response time. The District reserves the right to implement this late penalty on a situation-by-situation basis, at the District's discretion and deduct from the Contractor's invoice. This penalty will apply to response times during regular scheduled patrol hours (10:00 pm-6:00 am)
2. The Contractor agrees by submittal of his/her proposal to pay a penalty to the District at a rate of \$50 for every month the "monthly report(s)" is not submitted by the tenth (10) day of the following month. The District reserves the right to implement this late penalty on a situation-by-situation basis, at the District's discretion and deduct from the Contractor's invoice.

SECURITY GUARD SERVICES REQUIREMENTS

A. SCOPE OF WORK

It is the intent of these specifications to outline the minimum requirements for Security Guard Services for Alum Rock Union Elementary School District services. A list of sites to be serviced under this contract is included on Attachment "A". The successful Security Guard Services Agency shall have an in training program which meets all state and local codes and regulations. The Alum Rock Union Elementary School District experiences about 30 - 50 alarm dispatches per week between the months of September through May and there is an increase of activations during the months of June through August.

B. TYPES OF REQUIRED SECURITY GUARD SERVICES

The requirements of the District for security guard services fall into four general categories. These categories are as follows:

1. **Scheduled Events** - The District may require security guard service for special events. Notifications of dates and times will be made in advance to give the security company the opportunity to provide staff.
2. **Unscheduled Events** - The District will need security guard service personnel for unscheduled events (i.e. an alarm zone within the District is non-operational; an instructor has lost a key to a site, a disturbance at a site). These events may be unforeseen and may not allow for any advance notification prior to service. Response ETA shall be provided.
3. **Vehicle Patrol** - The District will need security guard service personnel to maintain surveillance of all ARUSD properties whereby a vehicle is required to perform routine checks of the entire assigned area in addition to the limited foot patrol of other areas.
4. **Emergency Dispatch/Response** - The District will need security guard personnel to respond to fire and intrusion alarms. The District maintains an audible security warning system at each site and will need security guard service personnel to respond to intrusion/fire alarms as needed eight (8) hours a day. Additional coverage on weekends and holidays will be on an on-call basis during non-regular patrol hours as determined by the District. The response time for this service requirement shall be 20 minutes or less during regular patrol hours. ETA's shall be provided for responses during non-regular patrol hours.

C. DISTRICT EMERGENCY DISPATCH PROCEDURE

Alum Rock Union Elementary School District has developed the following procedure to ensure immediate contact with security guard dispatch to determine bona fide emergency situations. These procedures are as follows: After monitoring any activated alarm zones and determining sufficient cause for dispatch, the alarm monitoring company will contact security dispatch via telephone.

1. The alarm monitoring company will provide security dispatch with the name and location of the alarm activation, and if possible, a description of the potential problem. It is the desire of the District to provide the Contractor with maps delineating each of the alarm zones at each location so that the Contractor's response to any alarm can be immediate and accurate, in addition the District shall provide keys to all perimeter gates and buildings as well as alarm codes for each District alarm system.
2. Upon notification by the District that an alarm has been activated the dispatched security guard shall arrive at the alarm site in 20 minutes or less.
3. Upon arrival to the alarm site and notification to District liaison, the security guard personnel shall thoroughly inspect the alarm zone to determine the legitimacy of the alarm. In the event the alarm is genuine (i.e. verified intrusion, broken window) security personnel shall immediately contact the San Jose Police Department and subsequently contact the District. The security personnel should then maintain visual surveillance of any situations occurring and await the arrival of the Police Department. The response time of the San Jose Police Department shall be documented and submitted on "Emergency Dispatch Reports". Alum Rock Union Elementary School District does not desire the security guard personnel to engage in any type of apprehension, only observation. In addition, under no circumstances are security guard personnel to be in possession of a firearm while conducting an investigation of any alarm activation on behalf of the District. Upon completion of the alarm investigation by the San Jose Police Department, the security guard personnel shall obtain a case number and if necessary await the arrival of a District "Representative". The District representative will then determine if the Contractor is to provide additional surveillance at that site. If the emergency dispatch/response fee is based on an hourly basis, the dispatch of the Security Guard shall include a minimum of one (1) hour standby time.
4. In the event the Contractor determines that the dispatch is a false alarm, the Contractor shall contact the District liaison and indicate the findings. In addition, the Contractor shall perform an inspection of the entire site prior to conclusion of the dispatch. Upon request, the District liaison may require the Security Guard to verify their presence by re-activating the alarm (i.e. pound on a monitored window or door).
5. All security personnel dispatched by the Contractor shall be equipped so as to allow communication with Contractor's own staff/dispatch center.
6. The Contractor shall submit to the District at the end of the next business day a copy of "Emergency Dispatch Reports" taken for the previous night's/morning's activities. These reports may be faxed or e-mailed to the District. The purpose of submitting these reports is to confirm service dispatches and to identify incorrect or insufficient information prior to its inclusion on the monthly report.

7. The Contractor shall submit to the District at the end of each month, a detailed summary of all emergency dispatch responses. This report may serve as the invoice for these activities or be supplementary to the monthly invoice but in any event shall include the following information:
 - a. Site Name;
 - b. Date of Dispatch;
 - c. Time of Dispatch;
 - d. Zone;
 - e. Description of Activity;
 - f. Responding Officer Name; and
 - g. Cost per dispatch and total monthly cost.

D. MINIMUM REQUIREMENTS- SECURITY SERVICES:

1. Communication/Central Dispatch Center/ Security System:

- a. **Central Dispatch Center-** The In-house Central Dispatch Station shall be **staffed to provide twenty-four (24) hour a day** service.
- b. **Communication-** The Contractors In-house Central Dispatch Station shall be equipped to instantly communicate with the District (not a call center). All on duty security personnel shall be equipped with the ability to maintain instant contact with Contractor's Central Dispatch Center.
- c. **Security System-** The Contractor shall utilize a computer based electronic tour monitoring system for all patrol services. The system shall be **Detex, or equal**, with the capability to provide the District with electronic reporting of emergency dispatches and routine patrol.

2. Security Guard Services/ Contract Staffing/ Monthly Report:

- a. **Emergency Response:** The Contractor shall provide alarm response eight (8) hours a day from 10:00 p.m. – 6:00 a.m. seven (7) days a week, and on a on call basis on weekends and holidays during non-regular patrol hours for all ARUSD locations. Contractor must also provide the District with the name(s), and phone number(s) of individual(s) who may be contacted for emergency needs and/or situations. Emergency contact person(s) must be available 24 hours a day.
- b. **Vehicle Patrol:** The Contractor shall provide marked security vehicles dedicated to only ARUSD properties, approximately eight (8) hours seven days a week (10:00 pm-6:00 am) and upon request for additional services by ARUSD. The dedicated vehicle patrol units when not responding to alarm calls will make patrols of various ARUSD properties, including District assigned priorities and standing guards at sites requiring such. If the dedicated ARUSD patrol unit is responding to an alarm call and other alarm calls are received, the Contractor will dispatch other patrol units to respond. It is the District's intention to have all school sites patrolled each night.

- c. **Standing Guard:** The Contractor shall provide sufficient and appropriate Security Guard personnel to service the District requirement for Scheduled and Unscheduled Security Guard Services.
- d. **Contract Staffing:** The Contractor shall provide sufficient, dedicated, qualified staffing to ensure all requirements and services described in this RFP are achieved throughout the contract period.
- e. **Monthly Report:** The Contractor shall submit to the District at the end of each month, at a minimum a detailed summary report of all emergency dispatch responses. _

3. Qualified Security Guard Personnel:

- a. The Contractor shall staff the District with only Certified Guards which comply with all training and other State and Federal requirements.
 - b. Security Guards must maintain appropriate grooming and security uniforms.
 - c. The District Reserves the right to demand the Contractor remove and replace any Contractor personnel, assigned to the contract, the District deems does not meet an appropriate professional standard; subject to the District discretion.
4. **Experience:** Security Guard Company shall have a minimum of **5 years'** experience with jobs of similar scope. Key management personnel, servicing the contract, shall have a minimum of **5 years'** security experience. The Contractor must be able to provide the four identified services listed in Section B (page 16), TYPES OF REQUIRED SECURITY GUARD SERVICES.
5. **Pricing:** Submit pricing proposal for the four services listed in Section B, **TYPES OF REQUIRED SECURITY GUARD SERVICES:**
- a. Scheduled Events
 - b. Unscheduled Events
 - c. Vehicle Patrol Service
 - d. Emergency Dispatch/Response

E. EVALUATION & AWARD - BASIS FOR SELECTION

Award will be made to the Bidder whose proposal demonstrates the most responsive and advantageous proposal to the District. The District shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the District after all factors have been evaluated.

The method used for evaluating and awarding this RFP will involve a two (2) step process:

Step 1: The selection committee will review submitted proposals. Only proposals that are deemed to be responsive and capable of meeting the District's needs, and scores the highest points based on the evaluation criteria stated in the bid, will be approved to move forward to step two.

- (a) The District reserves the right to conduct live interviews of some or all of the respondents. If necessary, the interviews will occur Tuesday, May 3, 2022 and will be by invitation only. Once all requested interviews are complete the selection committee will select the winning firm by using the "Forced Ranking" method.

Step 2: If the District elects to enter into negotiations with the highest responsive bidder and a mutually acceptable agreement cannot be reached, negotiations with that proposer(s) will be formally closed and negotiations will be opened with the next best highest scoring proposal, and so on until an agreement can be reached.

Evaluation Criteria	Maximum Points
1.) Communication/ Central Dispatch Center/ Security System	20
2.) Emergency Response/ Vehicle Patrol/ Standing Guard/ Contract Staffing/ Monthly Report	20
3.) Qualified Security Guard Personnel	20
4.) Experience	15
5.) Pricing	20
Total	100 points

F. RFP SUBMITTAL

1. Vendor's RFP proposal shall include the information/documentation addressing each of the minimum requirements outlined in Section D, **MINIMUM REQUIREMENTS- SECURITY SERVICES**, not to exceed 3 pages per section. The Contractors Proposal shall be indexed in order of this section in a binder. Proposer shall submit 1 unbound original, (5) bound copies, and one (1) electronic PDF version on a flash drive of the proposal.
2. All proposals **must** include the following completed District provided Documents/forms. Failure to submit the documents/forms may render the proposal non-responsive:
 1. RFP Proposed Security Guard Service Program and pricing
 2. Noncollusion form
 3. Workers compensation form
 4. District Proposal Form
 5. Non-Discrimination Form
 6. Notice Regarding Criminal Records Check

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY AND SUBMITTED WITH RFP**

**RFP No. 2223-MOT01
Security Guard Services**

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

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

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

**CONTRACTOR'S CERTIFICATE
REGARDING WORKERS COMPENSATION
TO BE EXECUTED AND SUBMITTED WITH BID**

Labor Code Section 3700 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 in one or more insurers duly authorized to write compensation insurance in this State.

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR

By

Type/Print Name

Title

Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

Bond No. ___

PERFORMANCE BOND

BE ADVISED THAT:

The **Alum Rock Union Elementary School District** of Fresno County, California ("District") has awarded to

_____ as Principal ("Principal") the Contract for the work

described as follows :

The Principal is required to furnish a bond in connection with the Contract guaranteeing faithful performance;

We, the undersigned Contractor, as Principal, and Surety, are held and firmly bound to the District in the sum of _____ dollars (\$_____) (this amount being not less than twenty five percent (25%) of the total amount payable by the District under the terms of the Contract awarded by the District to the Contractor/Principal), lawful money of the United State of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Whenever Contractor/Principal shall be, and is declared by the District to be, in default under the Contract, the District having performed the District's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the District, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Contractor/Principal by the District under the Contract and any modifications thereto, less the amount previously, properly paid by the District to the Contractor/Principal.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the principal.

Surety shall not utilize Contractor/Principal in completing the Contract no shall Surety accept a bid from Contractor/Principal for completion of the Project if the District, when declaring the Contractor/Principal in default, notifies Surety of the District's objection to Contractor's/Principal's further participation in the

completion of the Project. No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the District. Any suit under this bond must be instituted when the applicable statute of limitations period as provided by the laws of the State of California.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract or of the work to be performed thereunder.

Contractor/Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District/s reasonable attorney fees incurred, with or without suit, in addition to the above amount.

AS WITNESSES, we have affixed our signatures and seals this _____ day of _____

(Principal Seal)

PRINCIPAL

By: _____

Title: _____

Address

Telephone No. / FAX No.

(Surety Seal)

~~~~~  
SURETY

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

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

\_\_\_\_\_  
Agent's Address

\_\_\_\_\_  
Telephone No. / FAX No.

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's (Claim) Telephone No. / FAX No.

**RFP No. 2223-MOT01  
Security Guard Services**

**REQUEST FOR REFERENCES**

**TO BE EXECUTED AND SUBMITTED WITH BID**

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your bid being determined non-responsive.

1. \_\_\_\_\_  
Name of Reference \_\_\_\_\_  
Contact Person

\_\_\_\_\_ \_\_\_\_\_  
Address Phone

\_\_\_\_\_

Contract Period: \_ \_ \_ \_ \_

Scope of Work \_ \_ \_ \_ \_

2. \_\_\_\_\_  
Name of Reference \_\_\_\_\_  
Contact Person

\_\_\_\_\_ \_\_\_\_\_  
Address Phone

\_\_\_\_\_

Contract Period: \_ \_ \_ \_ \_

Scope of Work: \_ \_ \_ \_ \_

3. \_\_\_\_\_  
Name of Reference \_\_\_\_\_  
Contact Person

\_\_\_\_\_ \_\_\_\_\_  
Address Phone

\_\_\_\_\_

Contract Period: \_ \_ \_ \_ \_

Scope of Work: \_ \_ \_ \_ \_

## DISTRICT PROPOSAL FORM

The Board of Trustees of the Alum Rock Union Elementary School District will select a “preferred” program management firm to perform services as described in this RFP. Once appointed by the Board of Trustees, the selected “preferred” company shall be expected to enter into a contract with the District acceptable to both parties within 15 business days following notification of being selected to provide services as described in the RFP, subject to approval/ratification by the District’s Board of Trustees.

The following **“Offer to Enter into Agreement”** must be completed and included with responses to the RFP in order for the proposal to be accepted by the District.

### OFFER TO ENTER INTO AGREEMENT

The undersigned hereby proposes to enter into an agreement with the Alum Rock Union Elementary School District and furnish services as outlined in the request for proposals subject to the terms and conditions contained herein.

| Name and Address of Firm | Signature of Authorized Officer or Employee |
|--------------------------|---------------------------------------------|
| Name:                    | Signature:                                  |
| Address:                 | Printed Name:                               |
| City and State:          | Title:                                      |
| Telephone Number:        | Date:                                       |
| Fax Number :             |                                             |
| Email Address:           |                                             |

## NON-DISCRIMINATION FORM

The Alum Rock Union Elementary School District does not discriminate in the selection, acceptance, or treatment of any contractor based upon race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law. The District likewise prohibits discrimination by contractors and subcontractors, and may require the successful vendor(s) to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement, in compliance with Government Code 12990.

### ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned hereby acknowledges receipt and acceptance of the above Terms and Conditions.

|                       |
|-----------------------|
| Authorized Signature: |
| Printed Name:         |
| Title:                |
| Date:                 |

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**  
**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints are submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR CRIMINAL  
RECORDS CHECK**  
**AB 1610, 1612 and 2102**

To the Board of Trustees of the Alum Rock Union Elementary School District:

I, \_\_\_\_\_ certify that:  
Name of Respondent

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**CONFLICT OF INTEREST CERTIFICATION**

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME \_\_\_\_\_ TITLE OF  
OFFICER \_\_\_\_\_ NAME OF  
COMPANY \_\_\_\_\_

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:

- a. Full-time employee? {YES} {NO}
- Part-time employee? {YES} {NO}
- As-needed employee? Consultant? {YES} {NO}
- Other? Please explain below

Explain: \_\_\_\_\_

b. Dates of employment/employment contract/consulting contract?  
\_\_\_\_\_

c. Which department(s) did employee(s) work at the District?  
\_\_\_\_\_

d. Name of Supervisor(s)?  
\_\_\_\_\_

e. Describe job duties and responsibilities for each District position held.  
\_\_\_\_\_

f. Last date of employment?  
\_\_\_\_\_

2. Does (has) any District Board Member or District employee have (had) a business position, or serve as an Officer, Partner or Shareholder in your company? [Yes] [No] If the answer is "Yes", please provide the following information:

a. Name(s) of the Board Member(s) or employee(s)?  
\_\_\_\_\_

b. Title/position with your company?  
\_\_\_\_\_

c. If anyone is (was) District Board Member or employee, what percentage of your company's shares does he/she own?

3. Are any of your former employees or consultants presently employed by the District? [Yes] [No] If the answer is "Yes", please provide the following information for each employee:

a. Name of former employee(s)?

\_\_\_\_\_  
\_\_\_\_\_

b. Position/title with your company?

\_\_\_\_\_  
\_\_\_\_\_

c. Please describe their duties and responsibilities for each position held at your company.

\_\_\_\_\_  
\_\_\_\_\_

d. Dates of employment?

\_\_\_\_\_  
\_\_\_\_\_

By signing below responder acknowledges, agrees and certifies that by submitting its proposal it has reviewed the District's Board Bylaws 9270 and 9270E and that, if awarded a contract pursuant to the RFP, it shall annually and timely file a signed statement of economic interest (Form 700 ) for filing with the District's filing official. Responder further acknowledges, agrees and certifies that, if awarded a contract pursuant to the RFP, responder shall not be eligible to contract with the District to perform all or any portion of any public works project for the District during the contract term, and responder shall not be eligible to bid, attempt to qualify or be awarded a contract for construction management services for any District project.

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

\_\_\_\_\_, 2022  
Month Day

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Notice of Policy on Business Gifts and Conflicts of Interest

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
  - a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding \$500 in a calendar year.
  - b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature: \_\_\_\_\_

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

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

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

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

Vendor Address: \_\_\_\_\_

**Site Locations**

**ATTACHEMENT A**

| <b>SECTION A</b>                |                        |                       |                       |
|---------------------------------|------------------------|-----------------------|-----------------------|
| <b>DISTRICT OFFICE BUILDING</b> | <b>ADDRESS</b>         | <b>ZIP CODE</b>       | <b>CROSS STREETS</b>  |
| Building 100                    | 2930 Gay Avenue        | 95127                 | White Road            |
| Building 200 and 300            | Same as above address  | Same as above address | Same as above address |
| Building 400 and 500            | Same as above address  | Same as above address | Same as above address |
| Building 600 and 700            | Same as above address  | Same as above address | Same as above address |
| Building 800 and 900            | Same as above address  | Same as above address | Same as above address |
| Building 1000 and 1100          | Same as above address  | Same as above address | Same as above address |
| <b>ELEMENARY SCHOOL</b>         |                        |                       |                       |
| <b>ELEMENARY SCHOOL</b>         | <b>ADDRESS</b>         | <b>ZIP CODE</b>       | <b>CROSS STREETS</b>  |
| Cassell                         | 1300 Tallahassee Drive | 95122                 | Arden Way             |
| Chavez                          | 2000 Kammerer Ave      | 95116                 | King Road             |
| Cureton                         | 3720 East Hills Drive  | 95127                 | White Road            |
| Dorsa                           | 1290 Bal Harbor Way    | 95122                 | Story Road            |
| Linda Vista                     | 100 Kirk Avenue        | 95127                 | Alum Rock Road        |
| LUCHA                           | 1711 E. San Antonio St | 95116                 | King Road             |
| Lyndale                         | 13901 Nordyke Drive    | 95127                 | Westboro Drive        |
| McCollam                        | 3311 Lucian Avenue     | 95127                 | Gridley Street        |
| Meyer                           | 1824 Daytona Drive     | 95122                 | Ocala Avenue          |
| Painter                         | 500 Rough & Ready Road | 95133                 | Patt Avenue           |
| Russo/McEntee                   | 2851 Gay Avenue        | 95127                 | White Road            |
| Ryan                            | 1241 McGinness Avenue  | 95127                 | Story Road            |
| San Antonio                     | 1721 E. San Antonio St | 95116                 | King Road             |
| <b>MIDDLE SCHOOL</b>            |                        |                       |                       |
| <b>MIDDLE SCHOOL</b>            | <b>ADDRESS</b>         | <b>ZIP CODE</b>       | <b>CROSS STREETS</b>  |
| George                          | 277 Mahoney Drive      | 95127                 | East Hills Drive      |
| Ocala                           | 2800 Ocala Avenue      | 95148                 | Capitol Expressway    |
| Renaissance @Fischer            | 1720 Hopkins Drive     | 95122                 | Ocala Avenue          |
| Renaissance @Mathson            | 2050 Kammerer Avenue   | 95116                 | Story Road            |
| Sheppard                        | 480 Rough & Read Road  | 95133                 | Edison Drive          |
| <b>K-8 SCHOOL</b>               |                        |                       |                       |
| <b>K-8 SCHOOL</b>               | <b>ADDRESS</b>         | <b>ZIP CODE</b>       | <b>CROSS STREETS</b>  |
| Adelante I                      | 2999 Ridgemont Drive   | 95127                 | Ocala Avenue          |
| Adelante II                     | 1970 Cinderella Lane   | 95116                 | Jackson Avenue        |
| Aptitud @Goss                   | 2475 Van Winkle Lane   | 95116                 | Jackson Avenue        |
| Hubbard                         | 1680 Foley Avenue      | 95122                 | Miami Drive           |

ATTACHMENT B (sample only do not fill out)

**CONTRACTED SERVICE AGREEMENT**

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. \_\_\_\_\_

FROM: \_\_\_\_\_ (School/Dept.)

VENDOR NO. \_\_\_\_\_

Submitted by: \_\_\_\_\_

Independent Contract  
 Master Contract

MOU

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

SSN: \_\_\_\_\_ or Fed I.D. #: \_\_\_\_\_

**Mutually agree and promise as follows:**

2. **CONTRACT TERM:** start date \_\_\_\_\_ end date \_\_\_\_\_

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

\_\_\_\_\_  
 \_\_\_\_\_

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

\_\_\_\_\_ a. **Fee Rate:** \$ \_\_\_\_\_ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of \_\_\_\_\_ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

\_\_\_\_\_ b. **Other:** \$ \_\_\_\_\_ (describe rate agreement) \_\_\_\_\_

5. **BUDGET CODE:**

| FD | RESC | PY | OBJECT | SUB-OBJ | GOAL | FCN | COST-CNTR | LOC | PROG | \$AMOUNT | BUS. OFC Initials |
|----|------|----|--------|---------|------|-----|-----------|-----|------|----------|-------------------|
|    |      |    |        |         |      |     |           |     |      |          |                   |
|    |      |    |        |         |      |     |           |     |      |          |                   |

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

9. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
10. **INSURANCE:** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Paragraph 9 above, Contractor shall secure and maintain throughout the Term of this Agreement the insurance with minimum limits as described in the attached Exhibit A, School Programs Insurance Requirements. Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance. The Contractor will maintain general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein above. Additional insurance may be required by ARUESD. The Contractor agrees to produce copies of the required policies of insurance upon request of ARUESD. All or certain of the requirements of this provision may be waived in writing by ARUESD; however, any waiver shall not affect the Contractor's other obligations under this Agreement.
11. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law. The Board of Trustees of ARUESD maintains a policy of providing equal opportunity in all aspects of employment.
12. **LICENSE AND AUTHORITY:** The Contractor warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Contractor shall provide evidence or copies of all necessary licenses, registrations and certifications upon ARUESD's request, including Criminal Background Checks (fingerprint clearance) according to provisions in Ed. Code 45125.1.
13. **EQUIPMENT AND FACILITIES:** The Contractor will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will provide in a different manner.
14. **EXPENSES:** The Contractor shall be responsible for all costs and expenses incident to the performance of services for ARUESD, including but not limited to: all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against the Contractor, and all other of the Contractor's costs of doing business. ARUESD shall not be responsible for an expenses incurred by the Contractor in performing services for ARUESD except as provided by the agreement.
15. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ARUESD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Contractor is responsible for payment of any federal and/or state tax amounts due.
16. **ASSIGNMENT:** Without the written consent of ARUESD, this agreement is not assignable by the Contractor, either in whole or in part.
17. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions a well as the rights and duties of the parties hereunder shall be governed by the State of California. The Contractor shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this contract, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Contractor shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.
18. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
19. **APPROVALS:** These signatures attest the parties' agreement hereto:

**ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:**

|                                    |             |
|------------------------------------|-------------|
| Program Manager: _____             | Date: _____ |
| Director of Fiscal Services: _____ | Date: _____ |
| Asst. Supt., Bus. Services: _____  | Date: _____ |
| Superintendent: _____              | Date: _____ |

**CONTRACTOR:**

|                                   |              |
|-----------------------------------|--------------|
| Name of Company/Contractor: _____ |              |
| Signature: _____                  | Date: _____  |
| Printed Name: _____               | Title: _____ |

## INDEPENDENT CONTRACTOR AGREEMENT DISTRICT GUIDELINES

**STOP!!!**

Please complete questionnaire below before completing Independent Contractor form.

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

| <b>PART I</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | YES | NO |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. Has this category of worker already been classified an "employee" by the IRS?<br>(i.e. administrators, teachers/instructors, substitutes, school bus drivers, clerical staff, athletic coaches, tutors, cafeteria workers, counselors, examination monitors, proctors, librarians, nurses, psychologists, intern psychologists, individuals "filling in" on an interim basis, specialty teachers)                                                                                                                                                    |     |    |
| 2. Is this individual working as an employee prescribed by the Education Code?                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     |    |
| 3. Is the individual already an employee of the district in another capacity?                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |    |
| 4. Has the individual performed substantially the same services for the district as an employee in the past?                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |    |
| 5. Are there currently employees of the district doing substantially the same services as will be required of this individual?                                                                                                                                                                                                                                                                                                                                                                                                                          |     |    |
| 6. Does the district have the <b>legal right</b> to control the method of performance by this individual?                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |    |
| 7. Are the services, as being provided, an integral part of school operations?                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     |    |
| If the answer to <u>any</u> of the above questions is " <b>YES</b> " --- <b>STOP HERE!!!</b><br>Do not complete the rest of the questions. The individual is the district's employee and must be paid through payroll as a contracted employee. Call Human Resources for further details.                                                                                                                                                                                                                                                               |     |    |
| If all of the above are " <b>NO</b> ", continue...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |    |
| <b>PART II</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YES | NO |
| 8. Must the required services be performed by this individual?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     |    |
| 9. Does the district have a continuing relationship with this individual?                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |    |
| 10. Can this relationship be terminated without the consent of both parties?                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |    |
| If the answer to the question 8, 9, or 10 is " <b>YES</b> ", there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and re-evaluate each question. If questions 1-7 are still all " <b>NO</b> " continue...                                                                                                                                                                                |     |    |
| 11. Does the individual operate an independent trade or business that is available to the general public?                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |    |
| 12. Does the individual have a substantial investment in his/her business, (i.e. maintains a facility, equipment, etc.)?                                                                                                                                                                                                                                                                                                                                                                                                                                |     |    |
| If either 11 or 12 are " <b>NO</b> ", the individual is a district employee <b>STOP HERE</b> and process the individual through Human Resources and payroll.                                                                                                                                                                                                                                                                                                                                                                                            |     |    |
| If 11 and 12 are both " <b>YES</b> ", continue...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |    |
| 13. Does the individual provide all materials and support services necessary for the performance of this service?                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |    |
| 14. Is this paid by the job or on a commission?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |    |
| 15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |    |
| If 11 and 12 are " <b>YES</b> ", 13 through 15 should also be " <b>YES</b> " and are items that should be written into the Independent Contract. This individual is an Independent Contractor. A " <b>YES</b> " on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as independent contractor. While there are circumstances where the district may pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship. |     |    |

By signing below, Contractor and Program Manager attest that they have reviewed District guidelines and certify that the information above is true and correct.

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_