San Bernardino County Superintendent of Schools

760 East Brier Drive
San Bernardino, CA 92408

RFP NO. 25.26.1160
SECURITY SERVICES - MANNED (UNARMED) REBID

PROPOSAL DEADLINE:

THURSDAY, APRIL 23, 2026, AT 2:00 P.M.

PLEASE SUBMIT SEALED PROPOSALS TO:
San Bernardino County Superintendent of Schools
ATTN: Front Desk Receptionist
760 E. Brier Drive
San Bernardino, CA 92408

No Faxed or Emailed submissions will be accepted.

REQUEST FOR PROPOSAL (RFP)

RFP NO. 25.26.1160
SECURITY SERVICES - MANNED (UNARMED) REBID

RFP DEADLINE: Thursday, April 23, 2026, at 2:00 p.m.

SUBMIT PROPOSALS TO: San Bernardino County Superintendent of Schools
Attn: Front Desk Receptionist
760 East Brier Drive
San Bernardino, CA 92408

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) is seeking qualified VENDORS to provide on-site, unarmed security officer services at various school sites throughout San Bernardino County. Services will include full-time, regularly scheduled daily duties as well as on-call assignments. Security officers will be required to patrol both the interior and exterior areas of school facilities. Services are expected to begin for the 26/27 school year on July 1, 2026.

All proposals must be submitted to the Front Desk Receptionist at 760 East Brier Drive, San Bernardino, CA 92408. The envelope must clearly display the company name and "**RFP ENCLOSED: RFP NO. 25.26.1160 – SECURITY SERVICES – MANNED (UNARMED) REBID**" in the lower left-hand corner.

It is the sole responsibility of the proposer to deliver their proposal to the Front Desk Receptionist, where it will be dated and time-stamped. BIDs shall remain open, valid, and subject to acceptance at any time within ninety (90) days after the BID opening date and time.

RFP documents and any issued addenda may be obtained at: https://www.sbcss.net/business/business-support-services/procurement-and-warehouse-services/bids-upcoming. It is the responsibility of the VENDOR to monitor the website for updates or addenda prior to submission. Proposals that do not acknowledge all addenda will be deemed nonresponsive.

All questions regarding this RFP shall be submitted in writing via email to: Maria Aldaco, Procurement Specialist at Bids@sbcss.net. All questions must be submitted no later than 2:00 pm on April 8, 2026.

UNSEALED, FAXED, OR EMAILED SUBMISSIONS WILL NOT BE ACCEPTED.

Sincerely,

Maria Aldaco
Maria Aldaco, Procurement Specialist
Procurement Services

CALENDAR OF EVENTS

RFP NO. 25.26.1160
SECURITY SERVICES - MANNED (UNARMED) REBID

Event	Details	Date	Time (PST)
1st Publication	The Sun Newspaper Bids - Upcoming - San Bernardino County Superintendent of Schools	March 26, 2026	
2nd Publication	The Sun Newspaper Bids - Upcoming - San Bernardino County Superintendent of Schools	April 2, 2026	
Last day to submit RFI/ Questions for Clarification or Explanations	E-mail to: Bids@sbcss.net	April 8, 2026	**2:00 pm**
Response to RFI/Questions for Clarification	Addenda posted to SBCSS Procurement page Bids - Upcoming - San Bernardino County Superintendent of Schools	April 14, 2026	
RFP DUE DATE	San Bernardino County Superintendent of Schools Attn: Front Desk Receptionist 760 East Brier Drive San Bernardino, CA 92408	**April 23, 2026**	**NO LATER THAN 2:00 pm**
Evaluations		April 24 – 30, 2026 ***(tentative)***	

1.0 DESCRIPTION

The San Bernardino County Superintendent of Schools (**SUPERINTENDENT**) is seeking a qualified **VENDOR** to provide on-site, unarmed security officer services at designated school sites within San Bernardino County. Services will include full-time, regularly scheduled daily duties as well as on-call support. Security officers will be responsible for patrolling both the interior and exterior areas of each assigned campus. The initial requirement includes full-time security officer coverage at ten (10) school sites. Vision Community School is scheduled to permanently close on August 1, 2026; however, because the site will host summer school/Extended School Year (ESY), security coverage will only be required at that site until July 7, 2026. The **SUPERINTENDENT**'s objective is to assign one (1) security officer to each site for the designated service period, five (5) days per week.

Site locations occupied by the **SUPERINTENDENT** and its employees may change throughout the year due to evolving program and funding needs. As such, the **SUPERINTENDENT** reserves the right to expand, reduce, or otherwise adjust its program operations and associated security service requirements. Additional sites may be added to this contract, as needed, through a mutually agreed-upon and fully executed amendment between the **SUPERINTENDENT** and the **VENDOR**. Refer to the SPECIFICATIONS section for additional details.

2.0. INSTRUCTIONS TO VENDORS

2.1 General Information

VENDORS shall conform to the instructions provided in the Request for Proposal (RFP) document.

It is the sole responsibility of the **VENDOR** to ensure that their sealed proposal is received by the Front Desk Receptionist prior to **2:00 P.M**. on Thursday, April 23, 2026.

All proposals shall be complete and final with no additional information required after the close of the submittal date, unless specifically requested by **SUPERINTENDENT**.

No faxed, emailed, or unsealed submissions will be accepted.

2.1.1 Delivery Address

San Bernardino County Superintendent of Schools
Attn: Front Desk Receptionist
760 East Brier Drive
San Bernardino, CA 92408

2.1.2 Late Submission

RFPs received after the deadline will be returned unopened as not meeting statutory requirements.

2.1.3 RFP Preparation Instructions

Proposals must be typed or written legibly. Erasures and "whiteouts" are not permitted. Mistakes may be crossed out. Corrections shall be typed adjacent to the mistake and initialed in ink by the person signing the RFP. RFPs must be verified before submission, as they cannot be withdrawn or corrected after being opened. The **SUPERINTENDENT** will not be responsible for errors or omissions on the part of Respondents in making up their proposals. Proposals must be signed by a responsible officer or employee. All submitted proposals must be sealed. Please see the PROPOSAL CONTENT REQUIREMENTS section for more information.

2.1.4 Examination of RFP Documents

VENDORS should examine and be familiar with all enclosed information. The failure or omission of any **VENDOR** to receive or examine any of the documents relating to this RFP shall in no way relieve any **VENDOR** of any obligations with respect to his RFP or to the

contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

2.1.5 **Withdrawal of RFPs**
Any **VENDOR** may withdraw his submission in person or by written request at any time prior to the scheduled closing date and time. Thereafter, all proposals received shall become the property of **SUPERINTENDENT**.

2.1.6 **RFP Preparation Cost**
Costs for preparing a response and any other related material are the responsibility of **VENDOR** and shall not be chargeable in any manner to **SUPERINTENDENT**.

2.2 Evaluation Process

2.2.1 **Evaluation Criteria**
VENDORS will be evaluated based on their responses to all questions and requirements in this RFP. The **SUPERINTENDENT** shall be the sole judge in the ranking process and reserves the right to reject any or all proposals. False, incomplete, or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

2.2.2 **Background Review**
SUPERINTENDENT reserves the right to conduct a background inquiry of the selected **VENDOR**, which may include the collection of contractual and business associations and practices, employment histories, and reputation in the business community. By submitting a proposal, the **VENDOR** consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

2.3 Questions Regarding RFP
Questions (RFIs) should be submitted in writing and emailed to Maria Aldaco, Procurement Specialist, at Bids@sbcss.net, no later than 2:00 PM, on April 8, 2026.

2.4 RFP Contents

2.4.1 **Proposal Content:**
VENDORS must submit one (1) originally signed hardcopy and one (1) USB flash drive containing a single PDF that is a scanned image of the signed hardcopy. The PDF must be identical to the original hardcopy, non-password protected, and fully readable. If there is any discrepancy between the hardcopy and the USB PDF, the original hardcopy controls.

Organization: The hardcopy must be in a binder with index tabs matching the Table of Contents. All pages must be numbered at the bottom.

Signatures (required): The original hardcopy in the binder must include all proposal signatures must be original, wet handwritten signatures in blue ink on the original document. No digital/electronic, photocopied, scanned, stamped, or reproduced signatures will be accepted.

Binding effect: All materials submitted (including attachments and appendices) become part of the proposal and may be incorporated into the final contract if selected.

Non-responsiveness: Failure to comply with any of the above requirements may result in the proposal being deemed non-responsive.

Supportive Material:
Additional material may be submitted with the proposal as *appendices*. Any additional descriptive material used to support information in your proposal must be clearly identified. Mandatory certifications and required forms listed below do not count toward the page limit.

a. Proposal Form/Signature Page
b. Non-Collusion Declaration
c. Workers' Compensation Certification

d. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary
e. Drug-Free Workplace Certification
f. Alcohol and Tobacco-Free Workplace Certification
g. Federal Funding Contract (EDGAR) Compliance Form

All proposal signatures must be original wet handwritten signatures executed in blue ink on the original document. *Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted. Failure to comply with this requirement may result in the proposal being deemed non-responsive.*

2.4 **Acceptance or Rejection of RFPs**
Responses shall remain valid and subject to acceptance at any time within ninety (90) days after the deadline, unless a longer period is mutually agreed to by the parties.

3.0 REFERENCES

VENDORS must provide three (3) School District, County Office of Education, or Public Agency client references with names, addresses, and phone numbers of appropriate contacts where you have performed similar work. Additional public entities may also be listed.

4.0 INTERPRETATION OF DOCUMENTS

Any interpretation or correction of the RFP documents will be made only through a duly issued addendum, and a copy of such addendum will be provided to each person receiving a set of the RFP documents. No one is authorized to make any oral interpretation of any provision in the RFP documents to any **VENDOR**, and no **VENDOR** is permitted to rely on any such unauthorized oral interpretation.

Changes in, or additions to, the RFP form, recapitulations of work RFP upon, alternative proposals, or any other modification of the RFP form which is not explicitly called for in the RFP documents may result in the **SUPERINTENDENT'S** rejection of the RFPs as not being responsive. No oral or telephonic modification of any RFP submitted will be considered.

5.0 AWARD OF CONTRACT

The **SUPERINTENDENT** reserves the right to reject any or all responses or to waive any irregularities in the RFP, and to be the sole judge of the merit, quality, and acceptability of the proposed materials and their compliance with the specifications, which, in our opinion, will best serve the interest of the **SUPERINTENDENT**. The **SUPERINTENDENT** also reserves the right to contract with any **VENDOR** meeting the evaluation standards outlined in this document.

6.0 LENGTH OF CONTRACT

The contract, if awarded, may begin on July 1, 2026, or as soon thereafter as practicable, and will continue through and including June 30, 2027. The **SUPERINTENDENT** may, at its option, renegotiate the contract for up to, but not exceeding four (4) additional one (1) year periods, which may not extend beyond June 30, 2031.

7.0 PRICES

Prices shall remain firm for the entire term of the contract.

8.0 TAXES

If under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, **SUPERINTENDENT** upon request will execute a certificate of exemption which will certify that **SUPERINTENDENT** is a political subdivision of the state for the purposes of such exemption and that the sale is for the exclusive use of **SUPERINTENDENT**. No excise tax for such materials shall be included in any RFP price.

9.0 INVOICES AND PAYMENTS

Invoices shall be submitted under the same firm name as shown on the purchase order. Invoice format shall be provided by **SUPERINTENDENT'S** authorized representative. Each invoice shall reflect "One Job," including materials, supplies, and services. Each invoice shall clearly indicate the location/site name where work was accomplished. **SUPERINTENDENT** shall make payment for services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized representative.

10.0 SAFETY REQUIREMENTS

10.1 **VENDOR** shall be responsible for safety related to and during the performance of the work hereunder. **VENDOR** shall ensure that its employees and the employees of its subcontractors are notified of, observe, and abide by all safety regulations and laws, including but not limited to, the **SUPERINTENDENT'S** regulations.

10.2 **VENDOR** shall immediately notify the **SUPERINTENDENT** of any damage to property and/or injury to, or death of, persons which occurs in connection with or is in any way related to the work. **VENDOR** shall furnish the **SUPERINTENDENT** a written report of any such damage as soon as possible.

11.0 WORKERS

VENDOR shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit persons or anyone not skilled in work assigned to him. Any person in the employ of the **VENDOR** whom the **SUPERINTENDENT** may deem incompetent or unfit shall be dismissed from performing work under the **SUPERINTENDENT'S** contract and shall not again be employed, except with written consent of **SUPERINTENDENT'S** Area Director.

VENDOR shall provide **SUPERINTENDENT** with a minimum of 72 hours' notice prior to removing any employee from a site. Except in cases of emergency, misconduct, or upon **SUPERINTENDENT's** direction

12.0 LAWS AND REGULATIONS

At **VENDOR'S** own cost and expense, **VENDOR** shall comply with all laws, ordinances, rules, and regulations of the Federal, State, and Local authorities and departments relating to or affecting the work hereunder, and shall secure and obtain any and all permits, licenses, and consents as may be necessary in connection therewith.

13.0 HOLD HARMLESS

VENDOR agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the **SUPERINTENDENT**, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorney's fees, arising out of any act or omission or the condition of any property owned or controlled by the **VENDOR** in the performance of this contract. It is understood that employees and any subcontractor of the **VENDOR** in its performance under this contract are not agents or employees of the **SUPERINTENDENT**.

14.0 INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, **VENDOR** shall be acting as an independent contractor. The employees of **VENDOR** and its subcontractors are not employees of **SUPERINTENDENT** under the meaning or application of any federal or state unemployment insurance laws, other social security law, or any workers' compensation law, industrial law, or otherwise. **VENDOR** shall assume and pay all liabilities and perform all obligations implied by any such laws with respect to the performance of services awarded under this RFP. **VENDOR** shall not have any right, power, or authority to create any obligation, express or implied, on behalf of **SUPERINTENDENT** and shall not have any authority to represent itself as an agent of **SUPERINTENDENT**.

15.0 DEFAULT BY VENDOR

15.1 If the **VENDOR** fails to perform the services in accordance with the terms, conditions, requirements, schedules, or specifications of this RFP or the resulting contract, the **SUPERINTENDENT** shall notify the **VENDOR** in writing of the deficiency. **VENDOR** shall promptly take all necessary actions to correct such deficiency within a reasonable time as determined by the **SUPERINTENDENT**.

15.2 If, in the judgment of the **SUPERINTENDENT**, the **VENDOR** fails to satisfactorily correct the identified deficiency within the time provided, or if the deficiency materially affects the safety, security, or operations of a school site, the **SUPERINTENDENT** may take such actions as are reasonably necessary to ensure continuity of services, including reducing the scope of services, suspending affected portions of the contract, or terminating the contract in whole or in part upon two (2) days' written notice.

15.3 If the quality of the services provided, including but not limited to the performance, conduct, training, or supervision of security personnel, is determined to be unsatisfactory and remains uncorrected after written notice, the **SUPERINTENDENT** may terminate the contract upon two (2) days' written notice.

16.0 WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the California Labor Code, **VENDOR** shall secure payment of compensation. **VENDOR** shall sign and file with **SUPERINTENDENT** the Workers' Compensation Certificate included in the RFP document, and, if awarded a contract, provide **SUPERINTENDENT** with a copy of his Workers' Compensation Insurance certificate.

VENDOR hereby agrees to waive subrogation which any insurer of **VENDOR** may acquire from **VENDOR** by virtue of the payment of any loss. **VENDOR** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation
The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the **SUPERINTENDENT** for all work performed by **VENDOR,** its employees, agents and subcontractors.

17.0 INSURANCE REQUIREMENTS

VENDOR shall take out and maintain during the life of the contract such public liability and property damage insurance as shall protect him and **SUPERINTENDENT** from all claims for property damage arising from operations under the contract.

VENDOR shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance.

VENDOR shall not commence work or shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which have been delivered and approved by the **SUPERINTENDENT**.

a. Certificates and insurance policies shall include the following clause: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to **SUPERINTENDENT** stating date of cancellation or reduction and may not be less than ten (10) days after date of receipt of notice."
b. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.
c. Certificates of insurance shall clearly state that the **SUPERINTENDENT** is named as additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the **SUPERINTENDENT**.
d. Insurance shall be written for not less than the following limits, or greater if required by law

1.	Workers' Compensation	
	a. State	Statutory
	b. Applicable Federal	Statutory
2.	Comprehensive general liability, including premises-operations, independent contractors protection, products and completed operations, broad form property damage:	
	a. Bodily Injury	$1,000,000 each occurrence $2,000,000 aggregate
	b. Property Damage	$1,000,000 each occurrence $2,000,000 aggregate
3.	Comprehensive Automobile Liability (owned, non-owned, hired)	
	a. Bodily Injury	$1,000,000 each person $1,000,000 each accident
	b. Property Damage	$1,000,000 each occurrence
4.	Sexual Abuse or Molestation	$3,000,000 each occurrence

18.0 ASSIGNMENT

VENDOR shall not assign this contract or any part thereof without prior written consent of **SUPERINTENDENT**. Any assignment of money to become due under this contract shall be subject to a prior lien for services rendered or materials supplied for performance of work called for under said contract by all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code.

19.0 TERMINATION

Without limiting any rights or remedies which **SUPERINTENDENT** may have in the event of any default by **VENDOR**, **SUPERINTENDENT** shall have the right, upon ten (10) days prior written notice to **VENDOR**, to terminate this Agreement at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to **VENDOR** other than payment of charges for the value of work performed, and for necessary expenditures which can be established by **VENDOR** as having been reasonably incurred prior to the time that notice of termination is given. In the event of any termination, **SUPERINTENDENT** shall be entitled to all materials, work in process and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by **SUPERINTENDENT**.

20.0 NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

a. If notice is given to **SUPERINTENDENT**, by personal delivery thereof to **SUPERINTENDENT** or by depositing same in United States mail, enclosed in a sealed envelope, addressed to **SUPERINTENDENT**, postage prepaid and registered.
b. If notice is given to **VENDOR**, by personal delivery there to said **VENDOR**, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to said **VENDOR** at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered.
c. If notice is given to surety or other persons, by personal delivery to such surety or other person/s or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address or such surety or person last communicated by him to the party giving notice, postage prepaid and registered.

21.0 SEVERABILITY

If any provision of the Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from and shall in no way affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain valid and enforceable according to its terms.

22.0 GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

23.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

24.0 CERTIFICATION REGARDING BACKGROUND CHECKS

This RFP is subject to the provisions of Education Code Sections 45125.1 and 45125.2. **VENDOR's** employees are required to submit fingerprints to the Department of Justice, including those who may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony, as defined in Penal Code Sections 667.5(c) and 1192.7(c), respectively. **VENDOR** shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. **SUPERINTENDENT** may request the removal of an employee from the site at any time. Failure to comply with this provision may result in termination of the Contract.

Below are links to the DOJ website:
http://ag.ca.gov/fingerprints/agencies.php http://ag.ca.gov/fingerprints/forms/cont_req.pdf

25.0 AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

26.0 ENTIRE AGREEMENT

This Agreement contains all the agreements and understandings between the parties with respect to the subject matter hereof. No agreement or other understanding in any way modifying the terms hereof will be binding unless made in writing as a modification or amendment to this Agreement and executed by both parties. The failure of **SUPERINTENDENT** to insist on strict performance shall not constitute a waiver of the provisions of this Agreement or a waiver of any other default by the **VENDOR**. All prior agreements, representations, statements, negotiations, and undertakings, whether oral or written, are superseded hereby.

27.0 EFFECT OF WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse of any other or subsequent breach.

28.0 COVENANT AGAINST GRATUITIES

VENDOR warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by **VENDOR** or any agent or representative of **VENDOR**, to any officer or employee of **SUPERINTENDENT** with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, **SUPERINTENDENT** shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by **SUPERINTENDENT** in procuring on the open market any items that **VENDOR** agreed to supply shall be borne and paid for by **VENDOR**. The rights and remedies of **SUPERINTENDENT** provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

29.0 PROTEST

VENDOR may protest the recommended award, provided the protest is in writing, contains the RFP number, and is delivered to the address listed for submission of RFP documents, and submitted within five (5) calendar days of the date on which the RFP was opened.

Grounds for a protest are that the **SUPERINTENDENT** failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et seq.; or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of **SUPERINTENDENT** staff.

SUPERINTENDENT will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within seven (7) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

30.0 CONFLICT OF INTEREST

SUPERINTENDENT hereby finds that the duties in this contract are limited in scope and thus do not necessitate compliance with disclosure requirements as stated in the Fair Political Practices Commission, Regulation Title 2, California Code of Regulations §18351.

31.0 NON-COLLUSION

Any efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful. Public Contract Code 7106 requires all **VENDORS** to submit a non-collusion declaration.

SPECIFICATIONS

1.0 SCOPE OF WORK

The San Bernardino County Superintendent of Schools (SUPERINTENDENT) is seeking a qualified VENDOR to provide on-site, unarmed security officer services at designated school sites within San Bernardino County. Services shall include regularly scheduled daily coverage, on-call support, and occasional special event assignments. Security officers will be responsible for patrolling campus grounds, including both interior and exterior areas of school facilities.

The initial requirement includes full-time security officer coverage at ten (10) school sites. Vision Community School is scheduled to permanently close on August 1, 2026; however, because the site will host summer school/Extended School Year (ESY), security coverage will only be required at that site until July 7, 2026. The SUPERINTENDENT's objective is to assign one (1) security officer to each site for the designated service period, five (5) days per week.

Site locations occupied by the SUPERINTENDENT and its employees may change throughout the year. Based on evolving programs and funding requirements, the SUPERINTENDENT may expand, reduce, or otherwise adjust its programs as necessary. The SUPERINTENDENT reserves the right to implement any changes required to meet operational needs.

VENDOR shall be prepared to provide security services at any location as requested by the SUPERINTENDENT. The SUPERINTENDENT will provide at least twenty-four (24) hours' notice of the need for officers at a given site. Such notice will specify the number of officers required, the location, anticipated hours of service, the site contact person, and the general purpose of the assignment.

SCHOOL	ADDRESS	HOURS NEEDED* (Actual hours may vary)
Vision Alternative Learning Academy (VALA)	12555 Navajo Road, Apple Valley, CA 92308	8:00 A.M. – 3:00 P.M.
Barbara Phelps Community School	1812 Park Avenue, Redlands, CA 92373	7:00 A.M. – 2:00 P.M.
Bob Murphy Community School	149 Arrowhead Avenue, Rialto, CA 92376	7:30 A.M. - 2:30 P.M.
Chaffey West Community School	5033 Holt Blvd., Montclair, CA 91763	7:00 A.M. – 3:00 P.M.
Dorothy Gibson County High School	1800 E 7th Street, Ontario, CA 91764	7:30 A.M. - 2:45 P.M.
Roy C. Hill	601 North E Street, San Bernardino, CA 92404	7:00 A.M. – 5:00 P.M. (Requires year-round coverage)
Tri-City Community School	244 S. "D" Street, San Bernardino, CA 92401	7:00 A.M. – 2:00 P.M.
Victorville Education Center	12421 Hesperia Road, Victorville, CA 92395	7:30 A.M.- 2:30 P.M.
Vision Community School ***(Site permanently closing – services will conclude after July 7, 2026)***	171 H Street, Suite A, Colton, CA 92324	7:30 A.M. - 2:30 P.M.
Yucca Valley Community School	58945 Business Center Dr., Suite A, Yucca Valley, CA 92284	7:30 A.M. - 4:30 P.M.

* *Provided hours are for reference only and will be updated by a representative of each site. The awarded VENDOR will coordinate with assigned sites to develop service schedules. The SUPERINTENDENT reserves the right to modify schedules, service hours, and site assignments at any time based on operational needs. Roy C. Hill requires year-round coverage. Other sites do not require year-round coverage unless they are hosting Summer School or Extended School Year (ESY) programs. ESY requirements will be communicated to the awarded VENDOR on a site-by-site basis.*

2.0 VENDOR ELIGIBILITY REQUIREMENTS

2.1 Background Check

VENDOR must have a stringent background investigation procedure that includes a minimum of the following: employment history, drug testing, state criminal record investigation, FBI fingerprint check, medical examination, and driving record check. Background checks must be completed prior to assignment and maintained throughout the term of the contract.

2.2 Officer Appearance Standards

VENDOR must provide a copy of the company's grooming, uniform, and appearance standards with the RFP. Officers must wear visible company identification at all times while on duty.

2.3 Training Program

VENDOR shall submit a copy of its officer training program with the RFP. Training outlines, manuals, certificates, or other documentation provided to new hires will be accepted. Officers assigned to the **SUPERINTENDENT** must have successfully completed a comprehensive training program emphasizing school security.

2.4 Officer Qualifications

Officers assigned to the **SUPERINTENDENT** must meet the qualifications listed in Section 4.0 Specifications for Security Officer.

2.5 Communication System

VENDOR shall provide the officer with a two-way communication device in the event of an emergency. The communication device must be operational at all times while on duty.

2.6 Compliance and Supervision

VENDOR shall ensure that all security officers are unarmed and do not carry or possess firearms, dangerous weapons, tasers, or chemical spray at any time, including within vehicles, personal belongings, or storage containers.

VENDOR shall ensure security officers comply with grooming standards and make regular checks to ensure oversight. Uniforms must be clean and neat.

VENDOR shall ensure security officers complete incident documentation and participate in after action reports when requested.

VENDOR shall ensure all security company employees comply with all state, federal, and local laws.

3.0 SPECIFICATIONS FOR SECURITY OFFICER

3.1 DUTIES - may include, but are not limited to, the following:

- Conduct foot patrols of school campuses before, during, and after regular school hours.
- Guard against and inspect for vandalism, illegal entry, theft, and fire.
- Respond to alarms and radio calls while on site.
- Report hazardous or unusual conditions or malfunctions observed.
- Provide guidance to students, visitors, and SUPERINTENDENT personnel regarding proper and lawful behavior on campus or facility grounds.
- Provide security and crowd control for meetings, events, and additional school activities as requested.
- Maintain high visibility on SUPERINTENDENT sites to prevent crime and disturbances.
- Escort or remove unauthorized persons from school or office premises.
- May administer emergency first aid and CPR, as needed.
- Patrol campuses and restroom areas to enforce regulations on smoking, truancy, tardiness, and other violations.
- Escort students to appropriate administrators when required.
- May appear in court as a witness, when required.
- Respond to requests for assistance from students, SUPERINTENDENT personnel, or other individuals on SUPERINTENDENT property.
- Follow and enforce SUPERINTENDENT policies, procedures, and applicable sections of the California Penal Code (Section 832).
- May engage only in verbally intervention unless there is an imminent threat of serious bodily injury to students or others.

- Shall not engage in physical, written, or verbal relationships with students, including social media platforms, written notes, electronic communications, hand signs, and signals, or through indirect third-party communications deliveries.
- Shall not transport any student in their personal or borrowed vehicle.
- Shall not physically or mentally abuse students or staff during their assignments.
- Shall never make available, supply or purchase students dangerous or harmful items and material for students, including drugs, alcohols, or illegal substances.

3.2 REQUIRED KNOWLEDGE - Officers assigned to the **SUPERINTENDENT** must have knowledge of:

- Applicable portions of the California Penal Code.
- Patrol methods and techniques.
- Criminal investigation methods.
- Traffic and crowd control procedures.

3.3 REQUIRED ABILITIES - Officers assigned to the **SUPERINTENDENT** must have the ability to:

- Patrol designated areas effectively.
- Gather information from witnesses through interrogative interviewing.
- Communicate effectively, both orally and in writing.
- Prepare work-related reports and related records accurately.
- Interact appropriately with people contacted on the job.
- Remember critical details such as faces, license plate numbers, names, and incidents.
- Recognize illegal, unsafe, or contraband substances or weapons.
- Understand and carry out oral and written instructions.
- Respond promptly to emergency situations.
- Perform crowd control functions efficiently.
- Administer first aid and CPR procedures, as required.
- Exercise sound judgment in all situations.
- Perform duties during intense interpersonal interactions.
- Learn and apply SUPERINTENDENT policies, regulations, and applicable law.

3.4 MINIMUM QUALIFICATIONS - Officers assigned to the **SUPERINTENDENT** must:

- Possess a High School Diploma or equivalent.
- Be a minimum of 21 years of age.
- Maintain and possess a current First Aid/ CPR/ AED card
- Must possess a Guard Card (unarmed)
- Participate in a verbal de-escalation related training (Training must be a minimum of 1 hour).
- SBCSS employees considered Mandated Reporters per SB 848, safety/security officers are required to report any incidents or situations that are related to SB 848 to an SBCSS administrator, staff member, or law enforcement immediately upon becoming aware.

4.0 SITE COVERAGE

The successful **VENDOR** is solely responsible for providing adequate coverage as determined by the **SUPERINTENDENT**.

5.0 FEES/BILLING

Billing by the **VENDOR** shall commence only upon the officer's arrival at the designated site and shall conclude when the officer signs off at that site. The **SUPERINTENDENT** shall not be responsible for any mileage or additional expenses. Incomplete or inaccurate time records may result in delayed payment.

6.0 SPECIAL EVENT COVERAGE

The **SUPERINTENDENT** may host or support special events that require security services. Such events may occur outside regular school hours, including evenings and weekends. Security services for special events shall be provided upon request and shall be scheduled and authorized by the **SUPERINTENDENT**. The **SUPERINTENDENT** reserves the right to add, modify, or cancel special event coverage based on operational needs. Special event services shall be billed in accordance with the contract's approved hourly rates and shall not constitute a modification of the contract.

6.0 RATE-BASED PRICING

Proposals shall be based on fixed hourly rates. Adjustments to sites or hours of service shall be billed at the approved hourly rates and shall not constitute a change in contract pricing.

PROPOSAL CONTENT REQUIREMENTS

VENDORS must submit one (1) USB flash drive containing the complete proposal and one (1) original hardcopy organized in a binder with index tabs matching the Table of Contents. The hardcopy must include original, handwritten signatures in blue ink; digital signatures, photocopies, scans, and stamped signatures will not be accepted. All pages must be numbered at the bottom. All attachments, documents, letters, and materials submitted by the VENDOR will be binding and incorporated into the final contract if the proposal is selected. All proposal signatures must be original wet handwritten signatures executed in blue ink on the original document. Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted. Failure to comply with this requirement may result in the proposal being deemed non-responsive.

1. TITLE PAGE

Include firm name, local address, contact person, phone number, and date.

2. TABLE OF CONTENTS

3. VENDOR INFORMATION (5 Points)

a. Provide an overview of your company, including years in business, size, and organizational structure.
b. Identify key personnel assigned to this contract and include resumes, if applicable.
c. Disclose whether your firm has ever been terminated or replaced during a contract. If so, provide an explanation and outcome, including any litigation or settlement.

4. TRAINING, SCREENING, AND STANDARDS (25 Points)

a. Describe your officer training program, including initial and ongoing training. Provide a sample or outline.
b. Confirm officers receive a minimum of one (1) hour of verbal de-escalation training prior to assignment.
c. Describe background investigation procedures, including DOJ/FBI clearance, sex offender registry checks, and subsequent arrest notification protocols.
d. Describe health and screening requirements, including TB clearance and drug testing policies.
e. Describe ongoing employee monitoring practices and re-screening frequency.
f. Provide grooming, uniform, and appearance standards, including issued equipment (e.g., radios, ID badges, etc.).

Confirm that all assigned officers meet the following minimum requirements:

- High school diploma or equivalent
- Minimum 21 years of age
- Valid Guard Card (unarmed)
- Current First Aid/CPR/AED certification

5. EXPERIENCE AND PAST PERFORMANCE (10 Points)

Describe similar contracts performed within the last five (5) years, preferably with school districts or public agencies.

Please include:

- Scope of services
- Contract duration
- Outcomes
- Client contact information

6. OPERATIONS AND INCIDENT RESPONSE (25 Points)

a. Emergency response procedures (e.g., active threat, lockdown, evacuation)
b. Coordination with school staff and local law enforcement
c. De-escalation and student interaction practices
d. Procedures for handling minors and sensitive situations
e. Incident reporting procedures, timelines, and documentation

Mandated Reporting Clarification:
Security officers are not classified as Mandated Reporters; however, they must immediately report observed or suspected incidents to SBCSS staff or law enforcement personnel who are Mandated Reporters. Describe procedures to ensure compliance with SB 848, including training, supervision, and accountability.

7. SERVICE PLAN AND ADMINISTRATION (20 Points)

a. Proposed staffing plan (number of officers, schedules, coverage, relief personnel)
b. Procedures for officer substitution and absentee coverage
c. Customer service approach, including handling complaints, service issues, and communication with SUPERINTENDENT staff
d. Procedures for resolving billing discrepancies and contract compliance issues

8. COST PROPOSAL (35 Points)

Provide hourly rates as specified on the Proposal Form/Signature Page.

9. REFERENCES (5 Points)

Provide at least three (3) references from public agencies or educational institutions.

10. REQUIRED FORMS

Include the following completed and signed documents:

- Proposal Form / Signature Page
- Non-Collusion Declaration
- Workers' Compensation Certification
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Drug-Free Workplace Certification
- Alcohol and Tobacco-Free School Policy

ALL PROPOSAL SIGNATURES MUST BE ORIGINAL WET HANDWRITTEN SIGNATURES EXECUTED IN BLUE INK ON THE ORIGINAL DOCUMENT.

Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted.

Failure to comply with this requirement may result in the proposal being deemed non-responsive.

RFP FORMS CHECKLIST

RFP NO. 25.26.1160
SECURITY SERVICES - MANNED (UNARMED) REBID

☐ Proposal Form / Signature Page
☐ Non-Collusion Certification
☐ Workers' Compensation Certification
☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
☐ Drug-Free Workplace Certification
☐ Alcohol and Tobacco-Free School Policy
☐ Federal Funding EDGAR Compliance Form

ALL PROPOSAL SIGNATURES MUST BE ORIGINAL WET HANDWRITTEN SIGNATURES EXECUTED IN BLUE INK ON THE ORIGINAL DOCUMENT.

Digital signatures, electronic signatures, photocopies, scanned copies, stamped signatures, or reproduced signatures of any kind will not be accepted.

Failure to comply with this requirement may result in the proposal being deemed non-responsive.

PROPOSAL FORM /SIGNATURE PAGE

RFP NO. 25.26.1160
SECURITY SERVICES - MANNED (UNARMED) REBID
(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Submitted herewith is our proposal for Manned (Unarmed) Security Services. We propose to submit this proposal in compliance with the outlined instructions.

The **VENDOR** will perform in accordance with the requirements outlined in this Request for Proposal.

Acknowledgment of Proposal Addenda: In submitting this Proposal, the undersigned acknowledges receipt of all Proposal Addenda issued by the **SUPERINTENDENT**, as set forth below. The VENDOR confirms that this Proposal incorporates all items contained in the Proposal Addenda.

ADDENDA: The undersigned has thoroughly examined all Addenda issued during the bid period and is thoroughly familiar with all contents thereof. The undersigned acknowledges receipt of the following Addenda: (VENDOR to list all addenda).

Receipt and acceptance of the following Addenda is hereby acknowledged:

Addendum Number						
Date						

PROPOSED HOURLY RATE:

Hourly Rate to be charged to the **SUPERINTENDENT** for Security Officer: **$**_____

OVERTIME/ HOLIDAY RATE:

Hourly Rate to be charged to the **SUPERINTENDENT** for Security Officer: **$**_____

COMPANY INFORMATION:

Company Name: _____

Authorized Signer Name (printed): _____ Date: _____

Authorized Signature: _____

Address: _____

E-mail address: _____

Phone: _____

NON-COLLUSION DECLARATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the 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, 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.

Executed this ____ day of _____, 20___, at _____, California

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

WORKERS' COMPENSATION CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

Labor Code Section 3700:

Every employer except the State of California 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 the 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 his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

I am aware of and hereby certify that neither _____nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower-tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal of the above-named bidder on the _____day of_____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

DRUG-FREE WORKPLACE CERTIFICATION

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

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

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

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

1.) The dangers of drug abuse in the workplace;

2.) The person's or organization's policy of maintaining a drug-free workplace;

3.) The availability of drug counseling, rehabilitation and employee-assistance programs;

4.) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision **(a)** and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

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

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

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

ALCOHOL AND TOBACCO-FREE SCHOOL POLICY

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

In the interest of public health, the San Bernardino County Superintendent of Schools provides an alcohol and tobacco-free environment. Smoking or the use of any tobacco products and/or alcoholic beverages are prohibited in buildings and vehicles and on any property owned, leased, or contracted for, by the **SUPERINTENDENT**. Failure to abide by this requirement could result in the termination of this contract.

I acknowledge that I am aware of the Alcohol and Tobacco-Free School Policy and hereby certify that my employees and I will adhere to the requirements of the policy.

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

FEDERAL FUNDING CONTRACT (EDGAR) COMPLIANCE FORM

(COMPLETED FORM MUST BE SUBMITTED WITH PROPOSAL)

(4 pages)

The following provisions are required and apply when federal funds are expended by San Bernardino County Superintendent of Schools (SUPERINTENDENT) for any contract resulting from this procurement process. SUPERINTENDENT is the subgrantee or sub-recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by **SUPERINTENDENT**, the **SUPERINTENDENT** reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does **CONTRACTOR** agree? YES _____Initial

(B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by **SUPERINTENDENT**, the **SUPERINTENDENT** reserves all rights to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by the **CONTRACTOR**, in the event **CONTRACTOR** fails to: (1) meet schedules, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation. **SUPERINTENDENT** also reserves the right to terminate the contract immediately, with written notice to **CONTRACTOR**, for convenience, if **SUPERINTENDENT** believes, in its sole discretion that it is in the best interest of **SUPERINTENDENT** to do so. The **CONTRACTOR** will be compensated for work performed and accepted and goods accepted by **SUPERINTENDENT** as of the termination date if the contract is terminated for the convenience of **SUPERINTENDENT**. Any award under this procurement process is not exclusive and **SUPERINTENDENT** reserves the right to purchase goods and services from other vendors when it is in the best interest of the **SUPERINTENDENT**.

Does **CONTRACTOR** agree? YES _____Initial

(C) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement, "; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (C) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does **CONTRACTOR** agree? YES _____Initial

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (D) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does **CONTRACTOR** agree? YES ____Initial

(E) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), "Debarment and Suspension". SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (E) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does **CONTRACTOR** agree? YES ____Initial

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (F) above, when federal funds are expended by **SUPERINTENDENT**, the **CONTRACTOR** certifies that during the term and after the awarded term of an award for all contracts by **SUPERINTENDENT** resulting from this procurement process, the **CONTRACTOR** certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
b. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds to all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does **CONTRACTOR** agree? YES _____Initial

RECORD RETENTION REQUIREMENTS FOR
CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by **SUPERINTENDENT** for any contract resulting from this procurement process, the **CONTRACTOR** certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The **CONTRACTOR** further certifies that **CONTRACTOR** will retain all records as required by 2 CFR § 200.333 for a period of three (3) years from the date of submission of the final expenditure report or resolution of any audit findings, whichever is later after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does **CONTRACTOR** agree? YES _____Initial

CERTIFICATION OF COMPLIANCE WITH

THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by **SUPERINTENDENT** for any contract resulting from this procurement process, the **CONTRACTOR** certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does **CONTRACTOR** agree? YES _____Initial

CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that **CONTRACTOR** certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Company Name: _____

Address: _____

City:_____ **State:**_____ **Zip:**_____

Phone Number:_____

Email Address: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____