



**LODI UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSALS
FOR SECURITY CONSULTING SERVICES
RFP # 0000-5839-000-01**

Lodi Unified School District ("District") is seeking for qualified firms to submit for a proposal for Security Consulting services at K-12 School Sites and District Incident Responses Planning & Tabletop Exercises

Respondents must mail or deliver three (3) bound copies, one (1) unbound copy, and one (1) electronic copy (on USB stick) of the Proposal conforming to the requirements of this RFP to:

LODI UNIFIED SCHOOL DISTRICT
880 N. Guild Ave.,
Lodi, CA 95240
ATTN: Amberly Kidder
RFP # 0000-5839-000-01

ALL PROPOSALS ARE DUE BY 1:00 P.M. ON WEDNESDAY, JUNE, 24 2026. Oral, telegraphic, facsimile, telephone, or email Proposals will not be accepted. Proposals received after this date and time will not be accepted and will be returned unopened. The District reserves the right to waive irregularities and omissions in any Proposal, and to make all final determinations. The District also reserves the right to reject any and all Proposals and to negotiate contract terms with one or more Respondents.

A mandatory informational meeting will be conducted on **WEDNESDAY, JUNE 3, 2026**, starting at **9:00 A.M.**, at 880 N Guild Ave, Lodi, CA 95240

Questions regarding this RFP may be directed in writing to the District's Planning Analyst, Amberly Kidder at akidder@lodiUSD.net and must be submitted on or by **1:00 P.M. WEDNESDAY, JUNE, 10, 2026.**

I. RFP SCHEDULE SUMMARY

The District may change the dates on this schedule without prior notice.

DEADLINE	ACTION ITEM
May 23, 2026	Release of RFP
June 3, 2026 at 9:00 A.M.	Mandatory information meeting.
June 10, 2026 at 1:00 P.M.	Last day to receive written questions from Respondents.
June 17, 2026	Last day for District to issue addenda or answer questions.
June 24, 2026 at 1:00 P.M.	Deadline for Proposals in response to RFP.
Week of July 1, 2026	Interview notifications provided to Respondents.
Week of July 6, 2026	Interviews of Respondents.
July 15, 2026	Notification to selected Consultant to start negotiation.

II. INTRODUCTION

The District encompasses 350 square miles and serves the cities of Lodi, North Stockton, and the communities of Acampo, Clements, Lockeford, Victor, and Woodbridge in the Central Valley of Northern California. Student enrollment is 29,800, and there are 49 school sites, including, 33 elementary, 7 middle, 4 comprehensive high schools, and 2 continuation high schools.

The District is seeking Proposals from qualified firms (each referred to herein as "Consultant") to submit competitive proposals for a **3-year agreement** for Security Consulting services at K-12 School Sites and District Incident Responses Planning & Tabletop Exercises. This RFP defines the services sought from the Consultant and generally outlines the requirements.

III. PROCUREMENT PROCESS

1. Consultant Proposals –The District will use a best value selection method for evaluating proposals. The procedure for final selection will be as follows:
 - a. The District will evaluate responsive proposals using only the criteria and selection procedures specifically identified in this RFP.
 - b. The District may, at its discretion, request proposal revisions and hold discussions and negotiations with responsive proposers. This RFP defines applicable procedures to ensure that discussions or negotiations are conducted in good faith.
 - c. The District will rank responsive proposers based on a determination of value provided, but shall not be required to rank more than three (3) proposers.

- d. The District will award the contract, if at all, to the responsible Consultant whose proposal is determined by the District to be the best value.

IV. PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. Overview

The Contractor shall provide comprehensive school safety, security, and law enforcement coordination services to the District, including but not limited to the following:

1. Qualifications

- a. Contractor shall possess a valid Peace Officer Standards and Training (POST) certificate at a minimum of Basic Level Certification, as defined in Commission Regulation 1202.

2. Training and Emergency Preparedness

- a. Conduct annual lockdown drills at all District school sites and provide written reports summarizing outcomes and recommendations.
- b. Provide customized annual active shooter/intruder tabletop training at each school site for site administrators and safety personnel.
- c. Provide district-level safety training for administrators annually.
- d. Coordinate and facilitate Campus School Resource Officer (SRO) training as required under the Office of Civil Rights (OCR) Resolution.
- e. Assist local first responder agencies with large-scale emergency and scenario-based training conducted at District school sites.
- f. Provide workplace threat assessments and safety training for non-school District operations.

3. Safety Planning, Assessments, and Compliance

- a. Coordinate creation of the new District Safety Manual, ensuring district-wide safety and security procedures remain current.
- b. Complete protective security assessments and provide annual updates for all school sites.
- c. Assist with Department of Justice (DOJ) and Office of Civil Rights (OCR) compliance requests, including coordination with law enforcement agencies.
- d. Assist with safety-related grant submissions.
- e. Research, evaluate, and provide recommendations regarding new safety and security products, including participation in meetings as requested.

4. Law Enforcement and Investigative Support

- a. Assist the District with law enforcement and School Resource Officer (SRO) issues, including support related to SRO contracts, as requested.
- b. Provide advice and assistance to law enforcement on special or sensitive investigations involving District matters, upon request.
- c. Advocate for and coordinate law enforcement volunteer programs to increase campus visibility and presence during special events when feasible.
- d. Provide support for Secret Witness programs.
- e. Assist with responding to San Joaquin County Grand Jury inquiries related to District safety matters.

5. Incident Response and Ongoing Advisory Support

- a. Assist with major or critical incidents and follow-up staff concerns, directed by the Superintendent or district designee.
- b. Be available by telephone, email, online telecommunications, or other communication routes to respond to safety-related questions from District or site administrators.
- c. Provide on-site advisory support related to facilities or campus safety concerns.

6. Meeting and Coordination

- a. Attend at least two (2) District principals' meetings per year.

B. Other Requirements

1. Agreement

- a. Respondents must thoroughly review the District General Services Agreement attached to this RFP as Appendix A and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard agreement.

2. Insurance

- a. The District requires at least the following insurance coverage from the selected Consultant:
 - i. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.
 - ii. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Services by Contractor.
 - iii. Workers' Compensation and Employers' Liability insurance with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease as required in the State of California.
 - iv. Other insurance requirements as determined by District.
- b. Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days' written notice to the District prior to modification and/or cancellation. The District shall be named as an additional insured under the Commercial General Liability and Automobile Liability policies. Any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any employee to commence work on any contract until the proof of insurance required of the Consultant has been provided to and accepted by the District.

V. FULL OPPORTUNITY

No Respondent will be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in any consideration leading to the award of the contract.

VI. LIMITATIONS

This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFP, if it is found to be in the best interest of the District. All decisions concerning selection of the Consultant will be made in the best interests of the District. The awarding of the contract pursuant to this RFP, if at all, is at the sole discretion of the District.

The District makes no representation that participation in this RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP.

Proposals and any other supporting materials submitted to the District in response to this RFP will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal.

VII. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, or selection members. Any such contact shall be grounds for the disqualification of the Respondent submitting a Proposal.

VIII. MANDATORY INFORMATIONAL MEETING

Each Respondent must attend the mandatory informational meeting, to be conducted on **Wednesday, June 3, 2026 at 9:00 A.M.** The meeting will be held at 880 N. Guild Ave, Lodi, CA, 95240. At this meeting, District representatives may distribute information and materials to further describe the Project and the scope of work. Respondents shall consider and address materials and information from the meeting in their Proposals. Respondents that fail to attend the mandatory informational meeting, in its entirety, shall be ineligible for responding to this RFP.

IX. PROPOSAL REQUIREMENTS

A. Format

Material must be in 8½ x 11-inch format with font no less than 11-point font size. The Proposals shall include divider tabs labeled with boldface headers below (e.g. the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.). Three (3) bound copies, one (1) unbound copy, and one (1) electronic copy (on USB stick) of the Proposal shall be submitted. Each Proposal shall not contain more than twenty-five (25) single-sided pages, excluding front and back covers, tabs, and allowed Appendix content. Each double-sided page is counted as two single-sided pages. Submittals containing more than the authorized number of pages will not be considered.

The unbound copy, marked "Copy for Reproduction," shall be formatted as follows:

- A cover sheet listing the Respondent's name, the total number of pages, and identification of those pages that were removed due to proprietary information;
- No divider sheets or tab;
- Text printed on one side only (i.e., no double-sided pages); and
- Pages with proprietary information removed.

B. General Overview

Each Proposal shall include a description of the type, technical experience, backgrounds, qualifications and expertise of Respondent. The description shall show that the Respondent possesses the skills and professional experience to perform the functions of this RFP and fulfill the goals and vision of the District for this RFP. Proposals shall describe in detail the Respondent's methods and plan for carrying out the services. Included in this information must be a detailed description of professional services, scheduling, staging, and logistics based on timelines and information provided by the District in this RFP and at the mandatory informational meeting. Describe the Respondent's approach, including any creative methodology and/or technology that the Respondent uses or unique resources that the Respondent can offer to the District.

C. Contents

Respondents shall comply with the following requirements for its Proposal:

1. Executive Summary (maximum 1 page)

An overview of the entire Proposal with a description of the general approach and/or methodology Respondent will use to meet the goals and fulfill the general functions as set forth in this RFP.

2. Table of Contents

A complete and clear listing of the headings and pages to allow easy reference to key information.

3. Cover Letter (maximum 1 page)

A letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

- Respondent's name.
- Address, include any branch office address and point of contact.
- Telephone number.
- Email address.
- Identification of team members.
- License number for Respondent's design professional in general responsible charge.
- Identification of the individual(s) authorized to speak for Respondent during the evaluation process.
- The following statement:

"[RESPONDENT'S NAME] received a copy of the District's General Services Agreement ("Agreement") attached at Appendix A to the RFP. [RESPONDENT'S NAME] has reviewed the insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to these provisions, or to the use of the Agreement."

- Certification that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Statement that Respondent acknowledges and confirms that it will be willing and able to perform all of the services described in Section IV.C. – Scope of Work of this RFP.

4. Proposed Project Team and Expertise

- Include an organizational chart of Respondent. If Respondent is proposing as a consulting team the chart must identify, at a minimum, all members and their roles.
- Describe the proposed consulting team. Provide resumes for up to six (6) key personnel and explain what each will bring to the Project.
- Demonstrate how the proposed consulting team will communicate, collaborate, and work together and with the District.
- Summarize Respondent's experience as relevant to this Project. Emphasize work on similar California K-12 public schools.
- Explain how the proposed consulting team's collective expertise will translate into a better value for the District.

5. Method and Strategic Plan

Detailed discussion of Respondent's method and strategic plan for carrying out the security consulting services, including:

- The technical and managerial approach to Respondent's partnership with the District. Take into account the District's goals for the security consulting and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work.
- Safety and security means and methods Respondent intends to utilize.

6. Price Proposal

Submit a detailed price proposal in a separate sealed envelope. Price proposal should, at a minimum, address separately each of the following:

1. Consulting Fee – fee for consulting, which includes profit and overhead.
2. Mark-Up – additional mark-up fees
3. NTE Amount – Either (a) acknowledge that Respondent can complete the consulting for District's NTE Amount identified in **Appendix A** or (b) propose a different NTE Amount and acknowledge that Respondent can complete the consulting for the proposed NTE Amount.

7. Insurance

Respondent must demonstrate that it can maintain adequate insurance as required herein. The Proposal must include a letter from Respondent's insurance company indicating its ability to provide insurance coverage on behalf of Respondent in accordance with the insurance requirements in **Appendix A**. (This letter may be included in the Appendix to the Proposal where it will not count toward the page limit.)

8. Certifications

Provide valid Peace Officer Standards and Training (POST) certificate

9. Appendix (if used)

May include:

- Letter from insurance company.

X. SELECTION CRITERIA AND PROCEDURES

A. Best Value Methodology

Responsive Proposals will be evaluated under the following factors and weights:

FACTOR	DESCRIPTION	WEIGHT
Price	Price proposal, including costs, mark-up, and proposed NTE Amount.	100 points
Technical expertise	Demonstrated experience and capability with like consulting services	50 points
Interview (If used, score; if not used, all respondents will receive 0 points.)	Interview performance, including but not limited to proposed team attendance and approach to work.	50 points
MAXIMUM SCORE: 200 points		

District staff will assign points for each factor to each Respondent. Respondents will then be ranked based on total points. A higher point total reflects a determination that Respondent's Proposal presents a better value to the District.

B. Interviews

The District may invite Respondents to meet with District staff and consultants. Key personnel of Respondent's proposed project team will be expected to attend the interview. The interview will be an opportunity for the District to review the Proposal, qualifications, and any other matters the District deems relevant to its evaluation. Respondent may be requested to provide a more detailed fee Proposal in advance of the interview.

C. Selection of Finalists

Proposals shall be evaluated and the Project awarded in the following manner:

1. The District will evaluate all timely submitted Proposals for responsiveness.
2. Responsive proposals will be evaluated and scored according to the best value methodology described above.
3. Once the evaluation is complete, responsive Proposals will be ranked based on total points, but the District shall not be required to rank more than the three (3) highest-scoring Proposals.
4. The District's Governing Board will award the contract, if at all, to the responsible Respondent whose proposal is determined by the District to be the best value.
5. If the selected Consultant refuses or fails to execute the tendered proposed contract, the Governing Board may, if it deems it to be in the best interest of the District, award the contract to the Respondent with the second highest best value score. If the second selected Consultant refuses or fails to execute the tendered proposed contract, the

Governing Board may, if it deems it to be in the best interest of the District, award the instrument to the Respondent with the third highest best value score.

6. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the Consultant to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

XI. FINAL DETERMINATION

The District reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as nonresponsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFP.

WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S SERVICES!

APPENDIX A

DISTRICT GENERAL SERVICES AGREEMENT

See attached.

GENERAL SERVICES AGREEMENT

Fiscal Year 2025-2026

This General Services Agreement ("Agreement") is made as of _____, between the **Lodi Unified School District** ("District") and _____ ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Public Contract Code section 20111 to contract with and employ any persons for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, per adjusted mandatory bid limits;

WHEREAS, the District is in need of those services on a limited basis; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the District;

NOW, THEREFORE, the Parties agree as follows:

1. Services. The Contractor shall provide to the District _____ services, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").

2. Term. Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and approval or ratification of the District's Governing Board ("Board"), through June 30th, 2026 ("Term"). Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer, unless Agreement is so approved or ratified.

3. Compensation. As further set forth in Exhibit "A," District compensation to the Contractor shall not exceed any/all purchase orders that are utilized by this Agreement, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed.

4. Equipment and Materials. Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or by the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the

performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.

6. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

7. Certifications, Permits, and Licenses. Contractor represents and warrants to District that Contractor and all of the Contractor Parties have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement.

8. Standard of Care. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

9. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

10. Confidentiality. The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

11. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that

the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

12. Termination.

12.1 With Cause by District. District may terminate this Agreement upon giving a written notice of intention to terminate for cause. Cause shall include:

- 12.1.1** material violation of this Agreement by the Contractor; or
- 12.1.2** any act by Contractor exposing the District to liability to others for personal injury or property damage; or
- 12.1.3** Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by the District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

12.2 Without Cause by the Parties. The District may, at any time, with or without reason, terminate this Agreement fifteen (15) days written notice and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Contractor for Services satisfactorily completed to date.

12.3 Upon termination, Contractor shall provide the District with all documents produced, maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by the District Parties where

such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of the Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District Parties shall have the right to accept or reject any legal representation that the Contractor proposes to defend the indemnified parties.

14. Insurance. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance. If an additional umbrella insurance policy must be added to meet the coverage requirement, Lodi USD must be listed as additional insured:

14.1 General Liability. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability.

General Liability: \$2,000,000 General Aggregate
 \$1,000,000 Personal & Advertising Injury
 \$1,000,000 Per Occurrence

14.2 Automobile Liability Insurance. One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate for automobile liability insurance that shall protect the Contractor and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising from performing any portion of the Services by Contractor. The District may waive this requirement if, Contractor will not use an automobile for any phase of the work performed by this agreement.

Automobile Liability: \$1,000,000 General Aggregate
 \$1,000,000 Per Occurrence

14.3 Workers' Compensation and Employers' Liability Insurance. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.

Does your business have employees?

Workers' Compensation: Statutory As required by the State of California
Employer's Liability: \$1,000,000 Per Accident for Bodily Injury or Disease

14.4 Sexual Molestation and Abuse Insurance. If Contractor will have contact with District students, Contractor shall maintain sexual molestation and abuse coverage with a One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit of liability. District may waive this requirement if, in the course of providing Services, the

Contractor does not interact with students outside of the immediate supervision and control of the student's parent or guardian or a District employee.

Will the Contractor in the course of providing services, interact with students outside of the immediate supervision and control of the student's parent or guardian or a District employee? (Education Code 45125.1)

Sexual Abuse or Molestation: \$2,000,000 Aggregate
\$1,000,000 Per Occurrence

14.5 Professional Liability Insurance. Appropriate to the Contractor's profession, Professional Liability / Errors & Omissions Liability / Malpractice / Educators Legal Liability insurance appropriate to the Contractor's profession. Claims Made Coverage form is acceptable, however retroactive date must be before the date of the Agreement and insurance maintained for at least three (3) years after completion of the Services. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Professional Liability, E&O: \$2,000,000 Aggregate
\$2,000,000 Per Occurrence

14.6 Technology Professional Liability Insurance. Appropriate to the Contractor's profession, with limits not less than \$2,000,000 (or substitute other limits as appropriate to the risk and scope of work) per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Technology Professional Liability: \$2,000,000 Aggregate
\$2,000,000 Per Occurrence

14.7 Drone Insurance. Contractor, appropriate to the Contractor's profession, shall procure and maintain insurance against claims for injuries to persons or damage to property that may arise from or in connection with the ownership, maintenance, or use of Unmanned Aerial Vehicle. Coverage shall be at least as broad as: Aviation Liability Insurance-on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. The District will waive this requirement if, Contractor will not use a drone for any phase of the work performed by this agreement.

Aviation Liability: \$2,000,000 Aggregate
\$1,000,000 Per Occurrence

14.8 Other Insurance Provisions:

14.8.1 The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.8.1.1 The District, its representatives, contractors, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; instruments of Service and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.8.1.2 For any claims related to the Services, the Contractor's insurance coverage shall be primary insurance and non-contributory and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

14.8.1.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.8.1.4 Any insurance proceeds available to Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

14.8.2 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.8.3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.8.4 Contractor shall furnish the District with certificates of insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.8.5 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the District. At

the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

14.8.6 Waiver of Subrogation: Contractor hereby grants to District waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

14.9 Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14.10 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15. Limitation of Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

16. Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules and regulations of the Board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. Fingerprinting of Employees. Even if no contact with District students will occur during the Term of this Agreement, Contractor shall complete the Criminal Background Investigation Certification, attached to this Agreement and incorporated by this reference, prior to commencing the Services, certifying Contractor's compliance with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the Board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors and agents of

Contractor, and employees and agents of Contractor Parties, regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor and it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

18. Notification. Contractor is required to notify the District by the next working day and submit a written report within seven days of the occurrence of any health or safety related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified such as death of a child from any cause, any injury to a child that requires medical treatment, any unusual incident or child absence that threatens the physical or emotional health or safety of a child, any suspected child abuse or neglect, epidemic outbreaks, poisonings, fires or explosions that occur in or on the premises, exposure to toxic substances, an arrest of an employee of the Contractor, or any other event as specified by the District.

19. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or e-mail transmission, addressed as follows:

District

Lodi Unified School District
1305 E Vine St
Lodi, CA 95240
ATTN – NAME/TITLE: _____

EMAIL: _____

Contractor

NAME: _____
ADDRESS: _____
ATTN – NAME/TITLE: _____

EMAIL: _____

Any notice personally given or sent by e-mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

20. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

21. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. Integration; Entire Agreement of Parties; Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the District's Board. Services shall not be rendered until Agreement is approved.

23. Governing Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Joaquin County, California.

24. Disputes. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

24. Intellectual Property. Any original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the District pursuant to this Agreement ("Intellectual Property") is "work for hire" under the United States Copyright law and shall become the sole property of the District. Contractor shall sign all documents necessary to protect the rights of District in such Intellectual Property, including the filing and /or prosecution of any applications for copyrights. The Contractor, including its employees, and independent subcontractor(s), shall not assert any common law or statutory patent. The Contractor, including its employees and independent subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the District regarding the Intellectual Property.

25. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

30. Order of Precedence. The Parties agree that any conflict or inconsistency among the terms contained in this Agreement and any document attached hereto, or referenced herein, shall be resolved in the following order of precedence: (1) the body of this Agreement, (2) any purchase order issued by the District to Contractor, (3) any exhibit or addendum to this Agreement, (4) any quote, bid, proposal, order or service form or any other document issued by Contractor to District and incorporated into this Agreement, and (5) Contractor's standard terms and conditions, if incorporated by reference in any of the aforementioned documents of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

LODI UNIFIED SCHOOL DISTRICT	[CONTRACTOR]
Date: _____	Date: _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
	Are you a current or former employee or Board Member of Lodi Unified School District?

Information regarding Contractor:

License No: _____	_____:
Address: _____	Employer Identification and/or Social Security Number
_____ Telephone: _____	NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.
Facsimile: _____	
E-Mail: _____	
Contractor's state of residence: _____	
States in which Contractor is licensed to do business: _____	
Type of Business Entity:	
If Corporation, State _____	
If Other:	

**Exhibit A
Scope of Services**

If Contractor will be providing services to multiple school sites at various times during the current Fiscal Year (July 1st, 2025 – June 30th, 2026), please state “various locations and times” in addition to your scope of services below.

Please specify Contractor’s scope of services below:

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ❖ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ❖ 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 its employees.

Select One Option:	
Option A 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 such provisions before commencing the performance of the Services of this Agreement.	Option B I do not employ anyone in the manner subject to the workers' compensation laws of California.

Date: _____

Contractor: _____

Name and Title: _____

Signature: _____

(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 District prior to performing any Services under this Agreement.)

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that the following selection below applies to the Services that are the subject of the Agreement:

Select One Option:	
Option A Contractor will have more than limited contact with District students (as determined by the District) during the Terms of this Agreement.	Option B Contractor shall <u>only have limited to no contact</u> with District students at all times during the Terms of this Agreement.
The Contractor ensures that any person providing any portion of the Services with more than limited contact with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. It is the contractor's responsibility to maintain an accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement	

Date: _____

Contractor: _____

Name and Title: _____

Signature: _____

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) as applicable ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

Select One Option:	
Option A Contractor and the Contractor Parties, if any, shall have <u>no contact</u> with District students or shall <u>only have contact that is under the immediate supervision and control of a District employee or the student's parent/guardian</u> (as determined by District) at all times during the Term of this Agreement.	Option B The Contractor Parties <u>will have contact</u> with District students outside of the immediate supervision and control of District employee(s) or the student's parent/guardian (as determined by District) during the Term of this Agreement.

Select One Option:	
Option A I am a Contractor If Contractor is not a Sole Proprietor, all of the Contractor Parties, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by Education Code section 45122.1.	Option B I am a Sole Proprietor If Contractor is a Sole Proprietor, Contractor has agreed to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 45125.1(h), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

No Services shall commence until all documentation is submitted, determinations by DOJ and FBI have been made (as applicable), and final approval is received.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional Contractor Parties, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new Contractor Parties from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible. Contractor's responsibility for background clearance extends to all Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor. If at any time in the course of this agreement, the Contractor has any knowledge of employees associated with this agreement are arrested, the District must be notified immediately.

CONTRACTOR CERTIFICATION

The undersigned does hereby certify that I am a representative of the Contractor; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Criminal Background Investigation Certification" information for all Contractor Parties throughout the duration of the Agreement.

Date: _____

Contractor: _____

Name and Title: _____

Signature: _____