



**REQUEST FOR PROPOSALS
FOR
UNARMED SECURITY SERVICES**

RFP No. 1404

Bid Submission Deadline:

Thursday, April 23, 2015, 2:00 p.m.
Garden Grove Unified School DISTRICT
Office of Business Services – Purchasing Department
10331 Stanford Avenue
Garden Grove, CA 92840

Contact:

Sharon Weddle, Purchasing Supervisor
(714) 663-6360
sweddle@ggusd.us

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Purchasing Department
10331 Stanford Avenue, Garden Grove, CA 92840
(714) 663-6360

REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that the Board of Education of the Garden Grove Unified School District of Orange County, California, will receive RFP responses up to and including 2:00 p.m. on April 23, 2015 at the District Education Center, Purchasing Department, 10331 Stanford Avenue, Garden Grove, CA 92840, attention to Sharon Weddle.

Request for proposal documents are available on-line at http://www.ggusd.us/apps/pages/index.jsp?uREC_ID=230403&type=d&pREC_ID=580072; printed copies are available upon request by contacting Sharon Weddle at (714) 663-6360.

The district is seeking proposals for Unarmed Security Services, RFP No. 1404, in accordance with the Instructions, Conditions, and Specifications now on file in the Purchasing Department of said School District.

The Board of Education reserves the right to reject any and all proposals and to waive any irregularity therein. The right is also reserved by the Board to select items which, in their opinion, will best serve the needs of the District.

Dated this 27th day of March 2015.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____

Connie Cross

Assistant Director, Business Services

Publishing Dates: April 1, 2015 and April 8, 2015
Orange County News – PO#172V0005

GARDEN GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSALS UNARMED SECURITY SERVICES

The Garden Grove Unified School District is accepting proposals for security services at all of its facilities (refer to Appendix A – Garden Grove Unified School District map). This is a two-year contract with 2 one-year options to renew at the District's discretion.

Anticipated security service consists of regular patrols of the areas stated in the map and as shown on Appendix A. Security officers will provide a presence to deter unwanted activities such as theft, vandalism, loitering and trespassing. Security Officers will respond to alarm calls from the District's outside monitoring company; these include but are not limited to security breaches, intrusions, fire and burglary alarms and vandalism incidences. All observation of any suspected criminal activity is to be reported to the local police department. Security Officers will contact District personnel and/or repair companies as required in Appendix C. Contractor will electronically submit incident reports and/or maintenance reports to the District on a daily basis. Contractor will provide and use an electronic reporting system, including a Radio-Frequency Identification (RFID) tag system, that monitors and confirms the presence and location of Security Officers and Security Officer activity in real-time. Contractor will submit an electronic activity report to the District on a weekly basis.

This is a seven day per week contract, including holidays. The coverage hours will be 10:00 PM through 6:00 AM Mondays through Saturdays, and 6:00 AM Saturdays through 6:00 AM Mondays. These hours are subject to change based on the needs of the District. Furthermore, additional security may be required from time to time during special events at the locations listed in Appendix A, and high problem sites will be monitored more frequently.

Security Officers must be properly trained and be supplied with adequate transportation; cellular smart phones, uniforms approved by the police departments of Garden Grove, Westminster, Fountain Valley, Stanton, and Santa Ana, and have 24-hour dispatch and 24-hour on-duty supervision. Uniforms, vehicles, phones and any other equipment, materials and supplies necessary to perform the service must be supplied at the expense of the Contractor.

All inquiries regarding this Request for Proposal (RFP) must be submitted on or before April 16, 2015, no later than 2:00 PM, to Sharon Weddle, Purchasing Supervisor by email at purchasing@ggusd.us or by fax at 714-663-6250.

Bidders are advised that oral or written communications from the District in any form other than an official addendum does not alter the bid or specifications.

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Garden Grove, California

1.0 NOTICE OF REQUEST FOR PROPOSALS

1.1 NOTICE IS HEREBY GIVEN that the Garden Grove Unified School District (hereinafter referred to as "District") requests proposals for the services as listed in Exhibit A – Scope of Work of this document. Bidder shall submit one (1) original and four (4) copies of the bid by 2:00 PM, April 23, 2015 to:

Sharon Weddle
Garden Grove Unified School District
Purchasing Department
10331 Stanford Avenue
Garden Grove, CA 92840

No faxed or emailed proposals will be accepted. Bids not received by the District by the closing date and time stated above will not be accepted and shall be returned unopened. Submitted proposals will become the property of the District and may be used by the District in any deemed appropriate. Questions regarding the bidding process may be asked until April 16, 2015 at 2:00 PM or until proposal has been submitted. All answers to questions will be posted online at www.GGUSD.us by April 20th after 12:00 noon.

1.2 The Work to be done must be in compliance with the District's proposed contract language set forth in this Request for Proposals. Services are subject to the terms and conditions set forth in this Agreement as stated in Exhibit B. Contractor shall provide the District professional services as specified in Exhibit A, entitled "Scope of Work". Copies of the Request for Proposals are available from the District at the above-referenced address. The general scope of work is for unarmed security services at the District's locations specified in Appendix A of this document.

1.3 The District hereby affirmatively ensures that minority or women business enterprises will be afforded full opportunity to submit proposals in response to this Notice. No bidder will be discriminated against on the basis of race, religion, creed, color, national origin, ancestry, physical handicap, mental condition, marital status, sex, or sexual preference or orientation.

1.4 The District reserves the right to withdraw this Request for Proposals, reject or negotiate any and all proposals, and to waive any irregularities. In negotiating a final contract the District may increase or decrease the Scope of Work including increasing or decreasing the work for any or all identified tasks within the Scope of Work. The District reserves the right to postpone the bid opening date for its own convenience.

1.5 The District intends to award this contract to the firm it believes will provide the best overall security patrol and program services. The District reserves the right to reject the

lowest priced offer based on the proposal evaluation criteria listed in Section 2.5, and to reject any proposal that it views as not being responsive to this request. The District intends to pay Contractor for all services required under the contract based on a single all-inclusive hourly rate that will encompass all of the Contractor's labor costs, overhead and profit.

1.6 The term of this contract will be from July 1, 2015 through June 30, 2017. The District may cancel this contract or any portion thereof at any time during the term of service and such cancelations shall be effective upon giving thirty (30) days' written notice to the Contractor. The District in its sole absolute discretion may renew this contract two times for a period of one year each beginning July 1, 2017 and July 1, 2018. This option will be exercised only if the Contractor has demonstrated exceptional performance in the provision of service to the District.

2.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

2.1 Schedule

The schedule for performance of this RFP and the overall award is as follows:

Request for Proposals	Date
1. RFP Issued	April 1, 2015
2. Proposal Due	April 23, 2015
3. Proposal/Review Evaluation	April 27, 2015 – May 8, 2015
4. Firm Reference Checks	May 11, 2015 – May 15, 2015
5. Firm Interviews	May 18, 2015 – May 22, 2015
6. Board Approval and Award Contract	June 16, 2015
7. Begin Security Services	July 1, 2015

2.2 Contractor's Detailed Proposal Response Format

The Contractor shall submit one (1) original proposal and four (4) hard copies of the proposal. The proposal will be submitted in a 3-ring binder.

- a. Introduction and Executive Summary. Please submit a letter of introduction of your firm. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitment contained in the proposal.
- b. Provide a list of the Contractor's principals and employees with resumes of qualifications as well as each key person and/or subcontractor that the Contractor anticipates assigning to the project and/or contract. Additionally, include a summary of the qualifications, licenses and experiences of each individual and the type of services to be performed by each individual.

- c. Describe in detail how new and replacement personnel will be recruited, hired and trained. Attach your firm's hiring and training procedures and plan that will be required for all employees and the method by which adherence will be ensured (e.g. interviewing, drug testing, background check and reference checks). The District will retain under its agreement with the successful Contractor the right of approval for all persons performing under the Agreement.
- d. Describe the security services and the components of security service your firm propose to provide to the District. Include the following:
- Overall security scope of work tasks which detail the use of personnel to diffuse potential volatile situations
 - Schedule hours and days of service delivery and the ability to meet the District's proposed time frame
 - Proposed staffing by site/grouping/areas and assignment of work within your firm's work team
 - The use of technology and security equipment
 - Proposed response time for requests and security services
 - Proposed performance standards that are being pledged if awarded this contract
- e. Provide a list of current or past contracts for security services provided within the Garden Grove Unified School District boundaries within the past five years. This list shall include the name, address, email address, and phone number of each of the contracting parties as well as a description of services performed and the dollar amount of the contract.
- f. Provide a list of four (4) current or past contracts for which your firm has performed or is performing work of similar type, scope, and complexity within the past five years. The list must include the name, address, email address, and phone number of the contracting party as well as a description of the services performed and the dollar amount of the contract. Upon further consideration of the Proposal, the District may request additional information.

Bidder must provide current phone number(s), physical and mailing addresses, and email addresses of references. If references cannot be verified, the proposal may be disqualified.

- g. Include a brief statement acknowledging the Contractor's willingness to accept the attached District's standard Professional Services Agreement (Appendix B) as is, without modifications. If the Contractor/Firm is not willing to acknowledge the Agreement, please do not submit the RFP for consideration.

The selected Contractor/Firm shall demonstrate that they can meet the Garden Grove Unified School District’s insurance requirements, including errors and omissions coverage. Please refer to the attached Garden Grove Unified School District Professional Services Agreement (Appendix B).

- h. Bid prices for the provision of services are “all inclusive” of all costs, including but not limited to labor, materials, supervision, equipment, transportation, overhead-profit, training, and all required insurances as specified in this Request for Proposal. The District reserves the right to award to other than the low bidder at its sole discretion. Bid prices shall be submitted for the following:

Base Services	Additional On-Call Services
Hourly Rate per Security Officer	Hourly Rate per Security Officer
Total Monthly Cost	Total Monthly Cost
Overtime Hourly Rate per Security Officer	Overtime Hourly Rate per Security Officer
Holiday Hourly Rate per Security Officer	Holiday Hourly Rate per Security Officer

- i. Provide documentation of the financial capacity to perform and meet the financial obligations associated with the RFP. Documentation can include the following:
 - Last two years’ audited financials and current year unaudited financials
 - Bank line of credit or proof of financial commitment from other sources
- j. A copy of insurance certificate(s) or letter of intent to provide insurance from the issuing company naming the District, its officers, agents and employees as additional insured (including a description of types of coverage and the dollar amount limit(s) providing the coverage described in Exhibit D – Insurance Coverage.

2.3 Pre-Contractual Expenses

The District shall not be liable for any pre-contractual expenses incurred by the Contractor in the preparation of its proposal and prior to the date of an award. Contractor shall not include any such expense as part of its proposal.

2.4 Review of Proposals

The District shall review and evaluate all proposals received within the allotted time frame. Proposals will be evaluated for completeness and responsiveness to the RFP in order to determine if the Contractor possesses the professional qualifications necessary to provide satisfactory performance of services as required by the District. Additionally, the District shall verify the qualifications of all RFP bidders. The District reserves the right to reject any or all proposals submitted at its sole discretion.

2.5 Proposal Evaluation Criteria

Proposals will be evaluated on the following criteria:

Experience & Past Performance	Experience and past performance of the firm and its employees, agents, and subcontractors specifically assigned to this project.	20%
Capabilities of Providing Service	Ability to provide electronic daily activity report and incidence reports; ability to provide patrols on bicycles, by foot or by vehicle depending on the requirements of the location to be patrolled.	25%
Personnel Selection and Retention Plan	Adequate staffing levels with appropriate skills and qualifications to provide the proposed services, with a retention plan in place to ensure stability with regard to the contract and guards assigned to each site/grouping/area.	20%
Cost	Hourly rates and overall costs based on proposed coverage.	15%
References	References of any contracts currently held within the Garden Grove Unified School District boundaries.	20%

These criteria have been chosen to provide tools for the selection committee to select the most qualified bidder by assessing the firm overall; the capabilities of providing the best service with the most comprehensive reporting; the specific individuals proposed for this project and the firm's retention plan to ensure stability in the workforce; the cost to the District; and each firm's ability to provide physical oversight and responsive backup, if necessary. These criteria are fair and reasonable and should not eliminate or benefit any specific bidders. This is intended to create an even and competitive field.

The security company awarded the contract must certify that each employee has successfully been through the fingerprinting process or the Department of Justice in accordance with California State law and provide certification.

EXHIBIT A – SCOPE OF WORK

1. Representatives.

The District’s Representative for this Agreement is:

Rick Nakano
Assistant Superintendent of Business Services
10331 Stanford Avenue
Garden Grove, CA 92840
T 714-663-6446
F 714-663-6250

The Contractor’s Representative for this Agreement is:

All routing administrative communications between the parties will be between the above-named representatives or their designees and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor Representative and District’s Representative.

2. Services to be Provided.

Location: District schools and sites within the boundaries of the Garden Grove Unified School District, as shown in Appendix A.

Service Requirements:

A. Hours of Coverage: Security services begin at 10:00 PM and end at 6:00 AM Mondays through Thursdays, and from 10:00 PM Fridays through 6:00 AM Mondays, including all holidays. Times may be adjusted by District as needed.

The District may, from time to time, require “On-Call” services during special events held on District property.

B. Security Services:

1. Personnel - Security personnel must be at least 21 years of age and possess all necessary licenses. All employees assigned to the District shall be qualified, uniformed and unarmed security officers, trained in the skills of security. Company will furnish a sufficient number of personnel needed to complete the tasks listed in this RFP.

2. Alarms - High problem sites will be monitored more frequently. Types of alarm calls would include but not be limited to fire, burglary, security breaches, vandalism, and intrusion. Security Company will respond by dispatching security officers to all alarm calls from the District's alarm monitoring company. Security Officers must follow district-established protocol listed in Appendix C for all alarm calls and situations.
3. Patrols - Patrols, including foot patrols, shall be performed at random times of school campuses and District sites. Security Officers are not to endanger themselves. They are to observe and report all criminal acts and fire and medical emergencies to 911 and all non-criminal or non-emergency incidents to the District by the submission of incident reports.
4. Marked Vehicles - Security Company must provide marked patrol cars to conduct area checks.
5. Response to Alarms – Monitoring Service (currently GMS) will receive all alarms and contact Contractor with site address and location. Security Officers shall respond to and investigate all alarms and report alarms as needed. Officers must report all incidences other than false alarms directly to local law enforcement. Response protocol is found in Appendix C.
6. Written Reports - Security Officers must provide written documentation to District of all events that occur. Daily reports shall be submitted electronically.
7. Equipment - All employees of the security company must have cellular capability for contacting the police, district maintenance staff, or security company headquarters. Security Company must provide all uniforms and safety gear for company employees. Uniforms and gear must be approved by local law enforcement.
8. Independent Contractors - All guards must be direct employees of the security company. Security officers and other employees from Security Company are not to be considered as employees of the District.
9. Compliance - Security Company shall comply with all federal, state, municipal, and local laws, ordinances and regulations which are applicable to services provided. Security Company shall maintain insurance as described in Exhibit D –Insurance Coverage.
10. Security Company shall pay and discharge all license fees; pay federal, state and other payroll, income and other taxes; and shall prepare and file all returns required by all governmental agencies regarding payroll taxes and withholding taxes.

EXHIBIT B - TERMS AND CONDITIONS

ACCESSIBILITY. The company shall fully inform themselves regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. They shall exercise due and particular caution to determine that all parts of their work are made quickly and easily accessible.

ACCIDENT REPORTS. Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the District's Director of Risk Management any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

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

ANTI-DISCRIMINATION. It is the policy of the District that in connection with all work performed under contracts; there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex or sexual affiliation, age or marital status. The bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with government Code Section 12900 and Labor Code Section 1735.

ASSIGNMENT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

ATTORNEY FEES. In the event a suit or action is institutes in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs and expenses, such sum, as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE DISTRICT. Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF CONTRACT. *With cause*, the District may cancel this contract at any time with thirty (30) days' written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the

terms, conditions or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of the Garden Grove Unified School District.

CHANGES. The District may at any time, by a written order, and without notice to the sureties, make changes or alterations, within the general scope of this contract. If any such change or alteration causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed/altere or not changed/altere by any such order, an equitable adjustment shall be made in the contract price, and the contract shall be modified in writing accordingly.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Company agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433), that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

CONFLICT OF INTEREST. Contractor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Contractor's family, business, real property or financial interests and the services to be provided under this Agreement. Contractor shall not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to the District under this Agreement. If a change in the Contractor's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Contractor shall disclose such conflict in writing to the District.

CONTRACT DOCUMENTS.The complete contract includes the following documents (if required elsewhere): the advertisement calling for bids, the bid or Notice of Request for Proposals, the general terms and conditions, the scope of work, the bid as submitted and accepted by the District, the contract, the insurance policies, Contractor's certificate regarding worker's compensation, the performance bond, and any amendments thereto. All of these documents are complementary and what is called for by any one shall be binding as if calling for by all.

CONTRACT TERM. This contract will be for a term of two years, beginning on or as close to July 1, 2015, and may be extended, at the District's discretion for an additional two (2) years, one year at a time, upon mutual agreement of both parties. Before the expiration date of the contract, the parties will meet to discuss any and all revisions to the contract. The Governing Board will have final approval on contract extensions.

CONTRACTOR FINGERPRINTING. During the entire term of the contract, the Contractor, including all subcontractors and their employees, shall fully comply with the provisions of the California Education Code Section 45125.1 when the Garden Grove Unified School District determines that the Contractor's employees and/or employees of sub-contractors will have contact with Garden Grove Unified School District pupils in performance of the work of this Contractor.

Contractor shall not permit any employee or sub-contractor to perform any services until the Department of Justice has determined that the employee has not been convicted of a felony and/or has not felony criminal charges pending as defined in Education Code Section 45122.1.

The Contractor shall certify in writing that all of his/her employees and all sub-contractor employees, present or new hires, have not been convicted of a serious or violent crime or is awaiting adjudication of same. This certification shall be provided by the Contractor to the District prior to any of the Contractor's employees or sub-contractor's employees coming into contact with District pupils.

DAMAGE. The Contractor shall be held responsible for any breakage, loss of the Garden Grove Unified School District materials, equipment or supplies through negligence of the Contractor or his/her employee(s) while working on the Garden Grove Unified School District premises. The Contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The Contractor shall immediately report to the Garden Grove Unified School District any damages to the premises resulting from services performed under this contract.

DEADLINE PROPOSAL SUBMITTAL. Bidders shall submit their proposals by April 23, 2015 at 2:00 P.M.

DEFAULT. The successful Contractor hereby agrees that **time is of the essence** in delivery of the items under this contract. The District shall hold the Contractor responsible for any damage which it may sustain because of the failure or neglect by the Contractor to comply with any term or condition contained herein.

The Contractor shall be considered in default and the Agreement subject to termination if (a) the Contractor furnishes or uses equipment which does not conform to requirements of the Agreement; (b) the Contractor fails to comply with the requirements of the Agreement; (c) the Contractor fails to adhere to reporting requirements; (d) the Contractor fails in any way to perform properly the work to be done under the Agreement with the District.

DISPUTES. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Contractor agrees to continue the work diligently to completion. If the dispute is not resolved, Contractor agrees it will not rescind the Contract, but Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of

California, in Orange County, having competent jurisdiction of the dispute.

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

DISTRICT'S RIGHT TO TERMINATE CONTRACT. If the Contractor refuses or fails to perform services as required to provide the District with efficient, safe and qualified security personnel, or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, including furnishing adequate equipment and properly-trained personnel, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against Supplier as a debtor under Title 11 of the United States Code, or if Contractor should make a general assignment for the benefit of its creditors, or if the Contractor refuses to work cooperatively with the District during the dispatching or scheduling process, or if the Contractor should repeatedly or persistently refuse or fail to provide equipment and personnel in quantities required to provide security services as herein specified, or the Contractor persistently disregard laws, ordinances or instructions of District, or is otherwise guilty of a substantial violation of any provision of this Contract, then District may, without prejudice to any other right or remedy, serve written notice upon the Contractor and its surety of District's intention to terminate this Contract. Such notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition and/or violation shall and arrangements satisfactory to District for the correction thereof be made, this Contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, the District shall secure the required services from another security provider. Contractor shall not be entitled to receive any further payment until service is finished. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor and/or the Contractor's sureties, as the case may be.

In the event of any such, District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and Contractor shall be liable to District for any excess cost or other damages occasioned the District thereby.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District

EVIDENCE OF RESPONSIBILITY. Upon the request of the District, bidders shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, their experience, and their organization and office facilities available for the performance of the contract.

EXECUTION OF CONTRACT. The successful Contractor shall within ten (10) days of notice of award have the required bonds executed by a surety satisfactory to the District and return the signed contract to the District's Purchasing Supervisor. All surety companies with a minimum rating of "A" as rated by the current edition of Best's Key Rating guide, published by A.M. Best Company, Oldwick, New Jersey, 08858, and an admitted carrier qualified to do business in California shall be presumed to be satisfactory to the District.

EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

EXHIBITS and APPENDICES. The following exhibits and appendices are attached hereto and incorporated herein by reference:

- Exhibit A, entitled "Scope of Work," including any attachments and addendums
- Exhibit B, entitled "Terms and Conditions," including any attachments and addendums
- Exhibit C, entitled "Compensation," including any attachments and addendums
- Exhibit D, entitled "Insurance Coverage," including any attachments and addendums
- Exhibit E, entitled "Non-Collusion Declaration"
- Exhibit F, entitled "Certification by Contractor Regarding Fingerprinting Requirements and Criminal Records Checks"
- Exhibit G, entitled "Drug-Free Workplace"
- Exhibit H, entitled "Workers' Compensation Certification"
- Exhibit I, entitled "Tobacco Use Policy"
- Appendix A, entitled "Garden Grove Unified School District Boundary Map"
- Appendix B, entitled "Garden Grove Unified School District Professional Services Agreement"
- Appendix C, entitled "Fire Alarm Flow Chart"
- Appendix D, entitled "Intrusion Alarm Flow Chart"

EXPERIENCE AND COMPETENCY. The Successful Bidder shall be skilled and regularly engaged in the general class or type of work called for under this contract. The Successful Bidder shall also have no less than **Fifteen (15)** years' experience in the magnitude and character of the work bid, with a majority of that time being spent providing security services for school districts in California. It is the intention of the Garden Grove Unified School District to award a contract to a Bidder who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him/her to prosecute the work successfully and properly, and to complete it within the tie specified in the contract. To determine the degree of responsibility to be credited to the Bidder, the Garden Grove Unified School District will weigh any evidence that the Bidder has performed satisfactorily other contracts of like nature, magnitude, and comparable

difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work specified in the contract documents.

FINANCIAL RECORDS OF OPERATIONS. The Contractor shall maintain financial records in accordance with standard accounting practices and procedures and shall make said financial records and supporting data and documents available for inspection, reproduction and audit by the District at its request. All records, data and documents shall be retained for three (3) years after the end of each contract year.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Garden Grove Unified School District, in writing, within **Four (4)** hours, after the delay. Such causes may include but are not limited to Acts of God, war or acts of public enemy, acts of any governmental agency in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the District, its Governing Board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse the District for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be brought against the District that arises out of the performance by the Contractor. The indemnification shall be in addition to other indemnification contained in the Contract Documents. The Contractor shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and provide that a **Thirty (30)** days' Notice of Cancellation will be given the District.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architects, Inspectors, the State of California and their officers, employees, agents and independent contractors from every claim or demand made and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property, (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property

caused by any act, omission or breach of Contractor or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Contractor, at Contractor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with its employees contains revisions requiring the employees to defend, indemnify and hold harmless the District, Architects, Inspectors, the State of California and their officers, employees, agents and independent contractors to a minimum level as set forth in this Article.

The Contractor's and employees' obligation to defend, indemnify and hold harmless the District, Architects, Inspectors, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or employees to comply with any applicable governmental law, rule, regulation, or other requirement; and (4) products used in connection with the Work.

INDEPENDENT CONTRACTOR STATUS. Contractor and employees of the contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that (s)he and its employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled.

INSURANCE REQUIREMENTS. Contractor agrees to comply with all of the Insurance Requirements set forth in Exhibit D, entitled "Insurance Coverage". Failure to maintain required insurance at all times shall constitute a default and material breach.

INTEGRATION. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or

of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Orange, in the state of California. The parties further stipulate that the county of Orange, State of California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

LICENSES, PERMITS, ETC. Contractor represents and warrants to the District that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to the District that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.

NO ASSIGNMENT. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the District; and the Contractor shall not assign by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company or any other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under this Contract, nor any right to any money to become due hereunder, shall be asserted against the District in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any moneys to become due hereunder, unless authorized as set forth herein by written consent of the District. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered for performance of work called for under said Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to deductions for liquidated damages of withholding of payments as determined by the District in accordance with this Contract.

NO WAIVER. The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to asset or rely upon any such terms or option on any future occasion.

NON-COLLUSION DECLARATION. Bidders are required to submit a Declaration of Non-Collusion with their bid. This form is included with the bid package and must be signed and dated.

OPTION TO EXTEND THE TERM OF THE CONTRACT. This contract is renewable, at the option of the District, by giving written notice of renewal to the Contractor; provided, that the District shall have given preliminary notice of District's intention to renew at least thirty (30) days before this contract is to expire. (Such a preliminary notice will not be deemed to commit the District to renewals.) If the District exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) fiscal years**.

ORAL AGREEMENTS. No oral agreement or conversation with any officer, agent or employee of the District, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising said contract.

OTHER DOCUMENTS. The Parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.

PAYMENT. District shall pay Contractor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit C, entitled "Compensation". The payments specified in Exhibit C shall be the only payments to be made to the Contractor for services rendered pursuant to this Agreement.

PRICING. Quoted prices must stay in effect for one (1) year after award of the contract and may be extended upon mutual consent of District and Contractor for an additional four (4) one-year periods in accordance with provisions contained in the Education Code, Sections 17596. Pricing changes may be negotiated subject to existing market conditions.

PROHIBITED INTERESTS. No officer, employee or agent of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any Contract, shall become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee or attorney of or for the District who is authorized in such capacity and on behalf of the district to exercise any executive, supervisory or other similar functions in connection with the furnishing of supplies and/or services shall become directly or indirectly interested financially in this Contract or in any part thereof. Bidder shall receive no compensation and shall repay District for any compensation received by Bidder hereunder, should bidder aid, abet or knowingly participate in violation of this Article.

SEVERABILITY CLAUSE. Should any provision of the Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

SIGNATURES. The RFP must be signed in the name of the bidder and must bear the signature in longhand of the person or persons representing the bidder and duly authorized to sign the bid on behalf of the bidder.

SUPERVISION. Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. The Principal for each site or a duly designated representative shall coordinate all activities connected with the provision of services specified in the Agreement and shall communicate regularly with the District's representative to coordinate the enforcement of the District's policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of the Contractor to respond in writing to inquiries, requests for change and recommendations.

TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein and within the Professional Services Agreement unless expressly agreed otherwise in writing by the District.

TERMINATION OF THE CONTRACT FOR CONVENIENCE. Notwithstanding anything to the contrary stated in the Contract Documents, the District may terminate the Contract for convenience at any time upon thirty (30) calendar days' prior written notice to the Contractor. Upon receipt of any such notice of termination for convenience, the Contractor shall immediately, in accordance with the instructions from the District, proceed as follows:

- A. Cease operations as specified in the notice; provided that, the District, in its sole and absolute discretion, may require the Contractor to complete any Work necessary to facilitate transfer of the Contractor's responsibilities to another Contractor;
- B. Proceed to complete the performance of Work not terminated;
- C. Upon such termination, the District's total obligation to the Contractor shall be limited to payment for all Work completed. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, any claim for anticipated profits.
- D. The District shall be credited for any payment previously made to the Contractor for any portion of the Work which has not been provided and/or claims which the District has against the Contractor under the Agreement (or any other amounts that the District may withhold or offset against the Contractor Price pursuant to the Contract Documents.

Final payment to the Contractor hereunder shall be made upon receipt and approval of a final Contractor Payment Request from the Contractor.

TOBACCO, ALCOHOL, DRUGS. The Garden Grove Unified School District is a Tobacco, Alcohol and Drug Free district. The Contractor and its employees will not use any tobacco, alcohol or drugs while on school district property. Violations of the Board of Education mandate will result in immediate and permanent removal of the person from district property.

WARRENTY OF AUTHORITY. The persons who sign the Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to the Agreement.

WORKERS. The Contractor shall maintain at all times all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Contractor, without special instruction or authorization from District is permitted to act at their discretion to prevent such threatened loss or injury.

WORKERS COMPENSATION INSURANCE. The Contractor shall procure and shall maintain during the life of this Agreement Workers' Compensation Insurance on all of his/her employees to be engaged in work on the project under this Agreement and in case of any such work sublet, the Contractor shall require the sub-provider similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.

WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the Party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

EXHIBIT C - COMPENSATION

1. Contractor's Compensation.

District agrees to pay Contractor for those services set forth in Exhibit A of his Agreement and for all authorized reimbursable expenses, in a lump sum of [insert dollar amount in words] [insert dollar amount in number(s)].

2. Appropriate Billing Hourly Rates for Services and Additional Services.

Contractor's billable hourly rates shall be in accordance with the Contractor's Proposal. Hourly rates will remain firm for the initial two years base term. Unless a lower rate is otherwise negotiated, optional year rates will be increased based on the year over year percent increase from the previous year in the United States Bureau of Labor Statistics Consumer Price Index for the Los Angeles Area.

3. Payment to Contractor.

A. Payments to Contractor shall be made within a reasonable time after receipt of Contractor's invoice, said payments to be made in proportion to services performed. Contractor may request payment on a monthly basis. Contractor shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the District.

B. All invoices submitted by Contractor shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. District's Purchase Order Number
5. Contractor's Taxpayer Identification Number
6. Amount of this Invoice (itemize all reimbursable expenses)
7. Total Billed to Date

C. Billings that do not conform to the format outlined above shall be returned to the Contractor for correction. District shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

Requests for payment shall be sent to:

Jeff Rosell, Maintenance & Operations
Garden Grove Unified School District
8211 Lampson Avenue
Garden Grove, CA 92841

4. Accounting Records of Contractor.

Contractor shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Contractor's direct salary costs for all Services and Additional Services performed under this Agreement and records of Contractor's Reimbursable Expenses, in accordance with generally accepted accounting practices. Contractor shall keep such records available for audit, inspection and copying by representatives of the District's Business Department or other governmental agencies during regular business hours upon twenty-four (24) hours' notice.

The obligations of Contractor under this section shall survive this Agreement.

5. Taxes.

Contractor shall pay, when and as due any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of such payments upon request. Contractor hereby agrees to indemnify and defend District for any claims, losses, costs fees, liabilities, damages or injuries suffered by District arising out of Contractor's breach of this section pursuant to the indemnification provisions of this Agreement.

6. Taxpayer Identification Number.

Contractor shall provide District with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State of local tax identification number requested by District.

EXHIBIT D – INSURANCE COVERAGE

Contractor shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Contractor, their agents, representatives, or employees or subcontractors.

1. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- A. Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability, and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability, or Insurance Services Office Commercial General Liability coverage (occurrence form GG 0001).
- B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- D. Professional Liability insurance appropriate to the Contractor's profession (Errors and Omission).

2. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence limit.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Worker's Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim, and annual aggregate.

3. Deductible and Self-Insurance Retention.

Any deductibles or self-insured retention must be declared to and approved by the District's Director of Risk Management. If the deductibles or self-insured retention limit is unacceptable to the District's Director of Risk Management, at his or her option, the

insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the Garden Grove Unified School District, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expense.

4. Other Insurance Provisions.

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

- A. The Garden Grove Unified School District, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Contractor; products 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 Garden Grove Unified School District, its officers, officials, employees, agents or volunteers. The insurance is to be insured by companies licensed to do business in the State of California.
- B. For any claims related to this project/Agreement, the Contractor's insurance coverage shall be primary insurance as respects the Garden Grove Unified School District, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Garden Grove Unified School District, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees, agents or volunteers.
- D. 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.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the District, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Contractor's performance under this Agreement.

5. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII.

6. Verification of Coverage.

Contractor shall furnish the District with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by his clause. 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's Director of Risk Management before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance document shall be mailed to the following address or to any other subsequent address as may be directed in writing by the District's Director of Risk Management:

Garden Grove Unified School District
ATTN: Director of Risk Management
10331 Stanford Avenue
Garden Grove, CA 92840

7. Subcontractors.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Payment Withhold.

District will withhold payments to Contractor if the certificates of insurance and endorsements required in paragraphs above are canceled or Contractor otherwise ceases to be insured as required herein.

EXHIBIT E - NONCOLLUSION DECLARATION

(Public Contract Code § 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid, that the 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, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a 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 conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, 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.

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

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

Executed the _____ day of _____, 2____ at _____, California.

Authorized Company Signature

**EXHIBIT F - CERTIFICATION BY CONTRACTOR – FINGERPRINTING
REQUIREMENTS AND CRIMINAL RECORDS CHECK**

To the Board of Trustees of Garden Grove Unified School DISTRICT:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Contractor hereby certifies to the Garden Grove Unified School District's governing board that it has completed the criminal background check requirements of Education Code 45125.1 and that none of its employees that may come in contact with Garden Grove Unified School District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c), or a serious felony listed in Penal Code section 1192.7(c).
3. Determination of the above listed in item #2 was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
(City) (Date)

Signature

Typed or printed name

Title

Address

Telephone

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK AND
FINGERPRINTING REQUIREMENTS**

(EDUCATION CODE §45125.1)

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

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

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

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

Penal Code §1192.7 lists the following : "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death

or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT G – DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §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 contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. 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 §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of §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 §8350, et seq.

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

Name of Contractor

Signature

Print Name

Title

Date

EXHIBIT H - WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700

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

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

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

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

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

Name of the Contractor

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 the contract.)

EXHIBIT I - TOBACCO USE POLICY

In the interest of public health, the Garden Grove Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Garden Grove Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

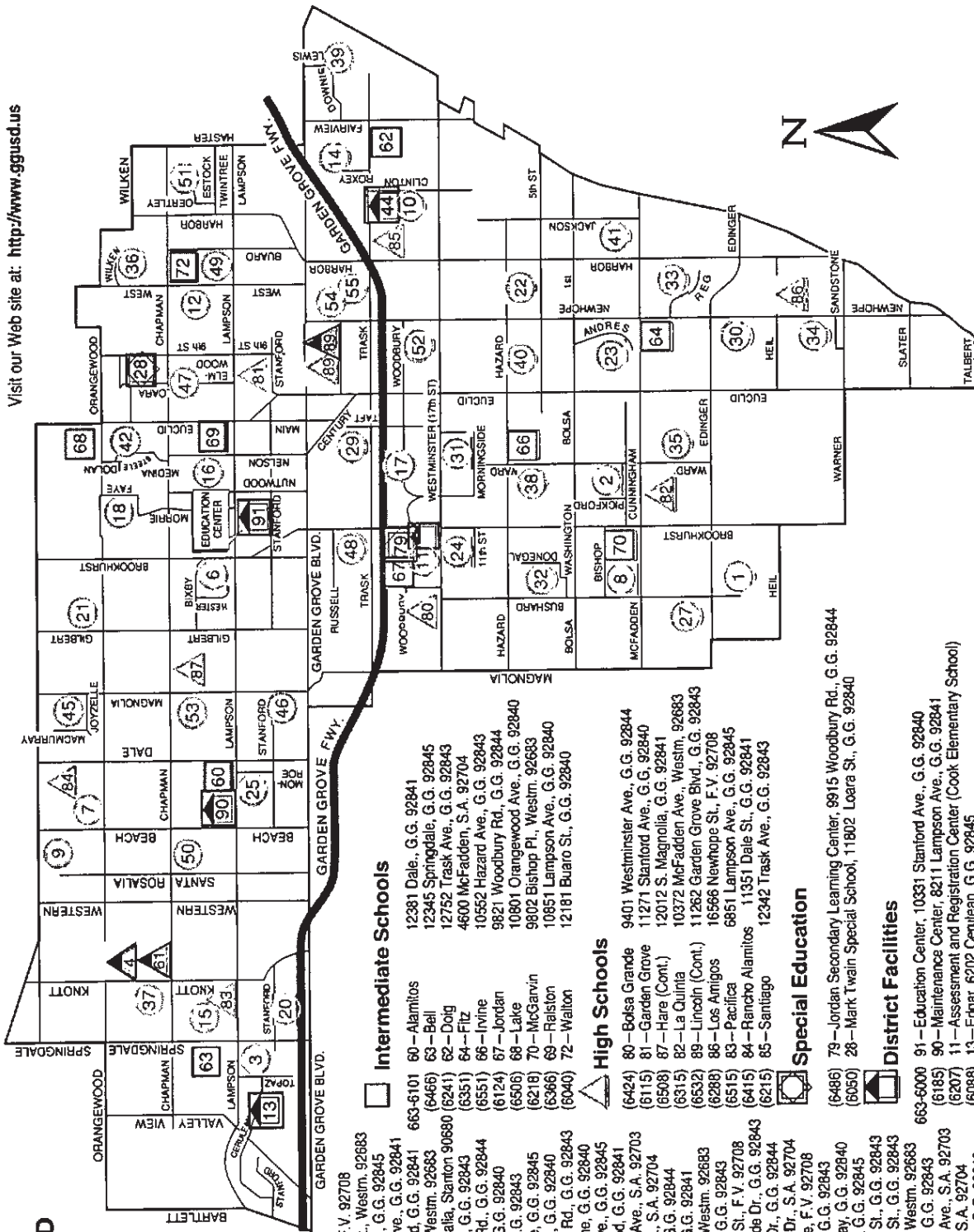
I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

Visit our Web site at: <http://www.ggsud.us>



GARDEN GROVE UNIFIED SCHOOL DISTRICT

School district telephone numbers begin with (714) 663-. The last four digits are in parentheses preceding each school below.

K-6 Schools

- 663-6228 1—Allen (6104)
- 2—Anthony (6164)
- 3—Barker (6556)
- 6—Brookhurst (6451)
- 7—Carrillo (6437)
- 9—Carver (6251)
- 11—Cook (6346)
- 12—Crosby (6401)
- 14—Eisenhower (6418)
- 15—Enders (6538)
- 16—Evans (6106)
- 17—Excelsior (6253)
- 18—Faylane (6074)
- 20—Garden Park (6318)
- 21—Gilbert (6403)
- 22—Hazard (6108)
- 23—Heritage (6561)
- 24—Hill (6255)
- 25—Lawrence (6131)
- 27—Marshall (6264)
- 29—Mitchell (6328)
- 30—Monroe (6405)
- 31—Morningside (6581)
- 32—Murphy (6537)
- 33—Northhope (6118)
- 34—Northcutt (6266)
- 35—Palme (6584)
- 36—Patrickview (6085)
- 37—Patton (6370)
- 54—Peterson (K-3) (6354)
- 55—Peterson (4-6) (6563)
- 39—Riverdale (6418)
- 40—Rosita (6151)
- 41—Russell (6096)
- 42—Simmons (6336)
- 45—Skyllark (6458)
- 46—Stantford (6484)
- 47—Stanley (6156)
- 48—Sunnyside (6203)
- 49—Violette (6407)
- 50—Wakeham (6331)
- 51—Warren (6461)
- 52—Woodbury (6535)
- 53—Zeyen

Intermediate Schools

- 603-6101 60—Alamitos
- (6466) 63—Bell
- (6241) 62—Doig
- (6351) 64—Fitz
- (6551) 66—Irvine
- (6124) 67—Jordan
- (6506) 68—Lake
- (6218) 70—McGarvin
- (6366) 69—Ralston
- (6040) 72—Walton
- 12381 Dale., G.G. 92841
- 12345 Springdale, G.G. 92845
- 12752 Trask Ave., G.G. 92843
- 4800 McFadden, S.A. 92704
- 10552 Hazard Ave., G.G. 92843
- 9821 Woodbury Rd., G.G. 92844
- 10801 Orangewood Ave., G.G. 92840
- 9802 Bishop Pl., Westm. 92683
- 10651 Lampton Ave., G.G. 92840
- 12181 Buaro St., G.G. 92840

High Schools

- (6424) 80—Bolsa Grande
- (6115) 81—Garden Grove
- (6508) 87—Hare (Cont.)
- (6315) 82—La Quinia
- (6532) 89—Lincoln (Cont.)
- (6288) 86—Los Amigos
- (6515) 83—Pacifica
- (6415) 84—Flancho Alamitos
- (6215) 85—Santiago
- 9401 Westminster Ave., G.G. 92844
- 11271 Slantford Ave., G.G. 92840
- 12012 S. Magnolia, G.G. 92841
- 10372 McFadden Ave., Westm. 92683
- 11262 Garden Grove Blvd., G.G. 92843
- 16566 Newhope St., F.V. 92708
- 6851 Lampton Ave., G.G. 92845
- 11351 Dale St., G.G. 92841
- 12342 Trask Ave., G.G. 92843

Special Education

- (6486) 79—Jordan Secondary Learning Center, 9915 Woodbury Rd., G.G. 92844
- (6050) 28—Mark Twain Special School, 11802 Loara St., G.G. 92840

District Facilities

- 663-6000 91—Education Center, 10331 Stantford Ave., G.G. 92840
- (6185) 90—Maintenance Center, 8211 Lampton Ave., G.G. 92841
- (6207) 11—Assessment and Registration Center (Cook Elementary School)
- (6088) 13—Edgar, 6202 Cerulean, G.G. 92845
- (6298) 44—Clinton Corner Family Campus/Mendenhall, 13581 Clinton St., G.G. 92843

Adult Education

- (6291) 89—Lincoln Education Center, 11262 Garden Grove Blvd., G.G. 92843
- (6525) 61—Chapman Hitting Education Center
- 61—Chapman 11852 Knott Ave., G.G. 92841
- 4—Hettinga 11700 Knott Ave., G.G. 92845

- 47 Elementary Schools
- 10 Intermediate Schools
- 7 High Schools
- 2 Continuation Schools
- 2 Special Education Centers
- 2 Adult Education Centers

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES
(SECURITY SERVICES)**

This Independent Contractor Agreement for Professional Services ("Agreement") is made and entered into as of the ____ day of _____, 20__ by and between the Garden Grove Unified School District, ("District") and _____ ("Contractor"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the following services: to represent the District in matters related to its property, facilities and security services.
2. **Term.** Contractor shall commence providing services under this Agreement on _____ and will diligently perform as required through _____, including all weekends and holidays.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Applicable licenses and certifications

4. **Compensation.**

4.1. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement based on the following hourly rate schedule:

- **Rate per security officer \$_____ Base Service; \$_____ On-Call Service (includes overtime and holiday rates).**
- **Total monthly Cost \$_____**

4.2. District shall pay Contractor according to the following terms and conditions: Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:

5.1. Not applicable.

6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its 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. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

- 7.1. Not applicable.

8. **Performance of Services.**

- 8.1. **Standard of Care.** Contractor represents that Contractor has the qualifications, licenses, certifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor 's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school Districts.

Contractor shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Contractor or its employees may discover. Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 8.2. **Reports.** Contractor agrees to submit incidence reports on a weekly basis. These will be used to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Contractor's performance of Services.

- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

- 8.4. **New Site Patrol Approval.** Contractor and District recognize that Contractor's Services may include working at various sites of the District. Contractor shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

10. **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) 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.

11. Termination.

- 11.1. **Without Cause By District.** District may, at any time, with or without reason, terminate this Agreement 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 days after the day of mailing, whichever is sooner.
- 11.2. **Without Cause by Contractor.** Contractor may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 11.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 11.3.1. material violation of this Agreement by the Contractor; or
 - 11.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - 11.3.3. 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 District shall contain the reasons for such intention to terminate and unless within ten (10) 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 ten (10) 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/or 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 District.

12. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its Board of Education, agents, representatives, officers, contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, suits, actions, costs, expenses, judgments, liability, loss, damage or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to, personal injury, bodily injury, death, property damage, and contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, contractors, or agents, directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the

District. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

13. Insurance.

13.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence <i>OR</i> General Aggregate	 \$ 2,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence <i>OR</i> General Aggregate	 \$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

13.1.1. **General Liability and Automobile Liability Insurance.** General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

13.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

13.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession.

13.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

13.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

13.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

13.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

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

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

15. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing 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 Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is 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 Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

16. **Certificates/Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

17. **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.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

19. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

20. **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.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
22. **Limitation of District 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.
23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **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 facsimile transmission, addressed as follows:

District:

Garden Grove Unified School District
 10331 Stanford Avenue
 Garden Grove, California 92840
 (714) 663-6360
 [FAX] (714) 663-6250
 ATTN: Sharon Weddle

Contractor:

Any notice personally given or sent by facsimile 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.

25. **Integration/Entire Agreement of Parties.** 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.

26. California 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 the county in which the District's administrative offices are located.

27. 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.

28. 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.

29. 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 this Contract shall be read and enforced as though it were included therein.

30. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

31. 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.

32. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

33. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

34. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

35. 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.

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

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

Dated: _____, 20__

Dated: _____, 20__

Garden Grove Unified School District

By: _____

By: _____

Print Name: Rick Nakano

Print Name:

Print Title: Assistant Superintendent,
Business Services

Print Title:

Information regarding Contractor:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

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.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- 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 satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Contractor or Company: _____

Signature: _____

Print Name and Title: _____

(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 Work under this Contract.)

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK AND
FINGERPRINTING REQUIREMENTS**

(EDUCATION CODE §45125.1)

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

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

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

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

Penal Code §1192.7 lists the following : "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death

or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

To the Board of Trustees of Garden Grove Unified School DISTRICT:

I, _____ certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §667.5 (c) and §1192.7, and this determination was made by a fingerprint check through the Department of Justice.
4. I am a representative of the Contractor 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.

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

Executed at _____, California on _____.
(City) (Date)

Signature

Typed or printed name

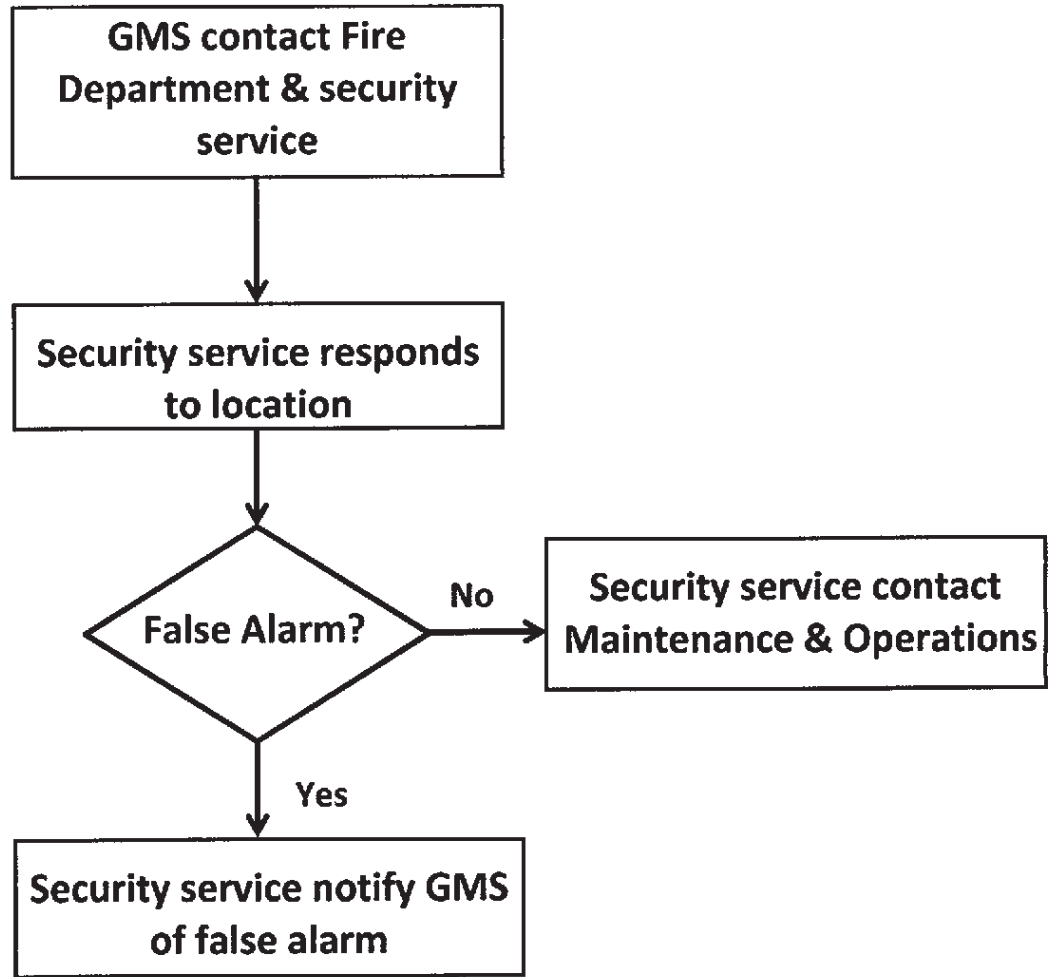
Title

Address

Telephone

Services cannot be rendered until all documentation is submitted and final approval is received.

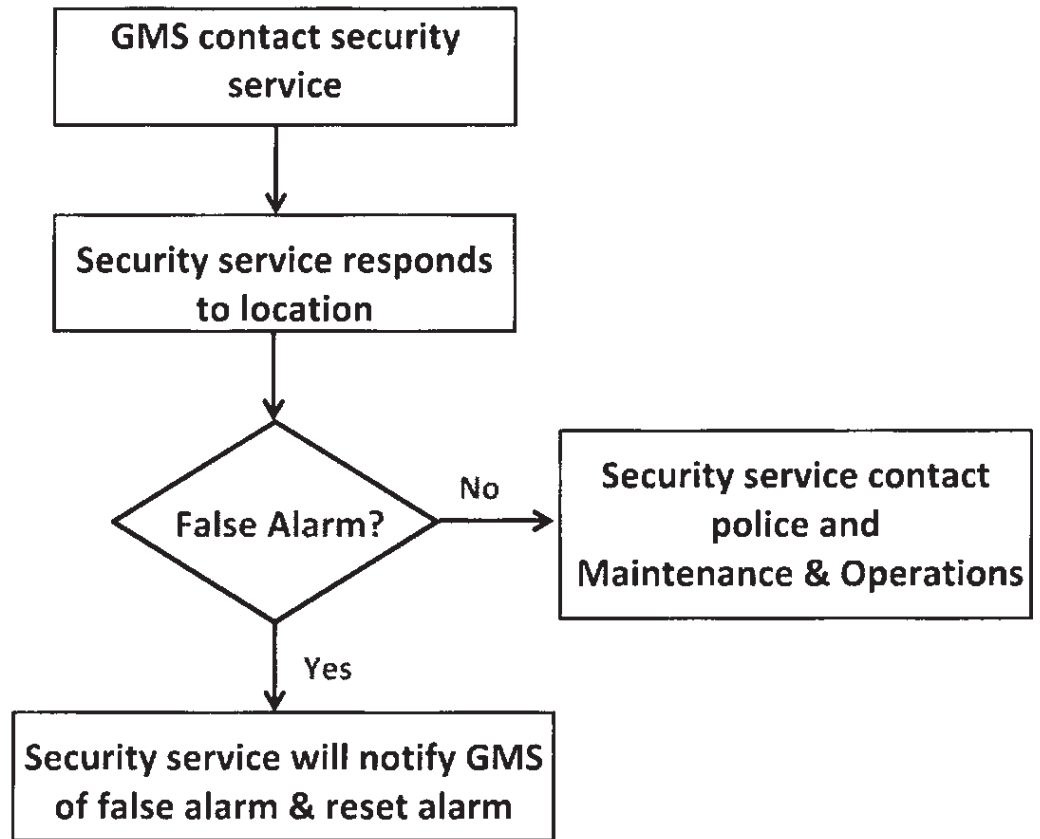
Fire Alarm Flow Chart



Note:

Security service will log all events. The log will be distributed to all designated GGUSD staff the next day.

Intrusion Alarm Flow Chart



Note:

Security service will log all events. The log will be distributed to all designated GGUSD staff the next day.