



CONTRACT

BY AND BETWEEN

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

AND

NASTEC INTERNATIONAL, INC.

FOR

ARMED SECURITY AGENT SERVICES

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
CONTRACT FOR
ARMED SECURITY AGENT SERVICES**

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**CONTRACT BETWEEN
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
AND
NASTEC INTERNATIONAL, INC.
FOR ARMED SECURITY AGENT SERVICES**

THIS AGREEMENT, entered into this 5th day of December, 2018 in the County of Los Angeles of the State of California, by and between the **BEVERLY HILLS UNIFIED SCHOOL DISTRICT**, hereinafter called the “DISTRICT”, and NASTEC, hereinafter called the “CONTRACTOR”, to provide armed security agent services for the Beverly Hills Unified School District and spaces managed by the District.

RECITALS

WHEREAS, the DISTRICT requires specialized armed security agent services for its school campuses and buildings, as described in more detail herein; and

WHEREAS, the Contractor is a private firm specializing in providing armed security agent services; and

WHEREAS, the District has determined that it is legal, feasible, and cost-effective to contract for armed security agent services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the armed security agent services to be performed for the District by the Contractor. The Contractor represents to the District that the express representations, certifications, assurances and warranties given in this Contract are true and correct. Exhibits A through F are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or

other work, or otherwise between the base Contract, referenced Appendices and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract, Appendix B (Forms P1- P9) and then to the Exhibits. This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written, oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1, Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 District** – The Board of Education of Beverly Hills Unified School District.
- 2.2 Contract** – This agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Appendix A.
- 2.3 Contract Administrator (CA)** – The person designated by the District to represent the District in matters related to performance of the Contract.
- 2.4 Contract Year** – The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.
- 2.5 Contractor(s)** – The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the District.
- 2.6 Contractor's Representative (CR)** – The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- 2.7 District Counsel** – The appointed Legal Counsel of the District.
- 2.8 Staffing and Workplan** – Form P-1.
- 2.9 Performance Standard** – The essential terms and conditions for the performance of the Contract work as defined in the Contract.

- 2.10 Proposer** – Any person or entity authorized to conduct business in California who submits a Proposal.
- 2.11 Statement of Work** – Explains in detail the Work to be performed by the contract.
- 2.12 Subcontractor** – A person, partnership, company, corporation, or other organization furnishing supplies of services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Contractor shall perform the work set forth in Appendix A, Statement of Work. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.
- 3.2** The District may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in 1.0, Applicable Documents. In the case of a misrepresentation of facts set forth in Section 8.34, Termination for Improper Consideration, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.
- 3.3 Re-Award of Contract**

If the Contractor is dismissed or resigns from his/her contractual agreement, or if the Contract is terminated for any reason, the District may award the Contract to the next highest ranking and responsive/responsible proposer amongst the original proposals or solicit proposals again.

4.0 CONTRACT TERM

4.1 Initial Term

The term of this Contract shall be two years, commencing on December 5, 2018 or upon execution by the District, whichever occurs later, and unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 Two One-Year/Six Month-to-Month Extensions

If the District determines that it is in their interest to do so, they may grant up to two one-year extensions of the Contract term. Each such extension shall be exercised at the sole discretion of the District. The District may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The District may exercise the second option by notifying the Contractor in writing before the expiration of the first one-year extension option.

The District may also extend the Contract term on a month-to-month basis subject to the terms and conditions of this Contract. Up to six month-to-month extensions may be granted, which shall be effective only if executed in writing by the District. The District will maintain a database that tracks/monitors performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the District will exercise a contract term extension option.

4.3 Contractor to Notify District when it is Within Six Months from Expiration of Term

The Contractor shall notify the District when this Contract is within six months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the District at the address herein provided.

4.4 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the District of its books, records, and accounts relating to its performance of the Contract work.

4.5 Duty of Cooperation upon Expiration or Termination of Contract

Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor will cooperate with the District and the successor contractor in transferring records and District property and allowing the successor contractor access to all information and District facilities necessary to ensure uninterrupted armed security agent services.

5.0 CONTRACT SUM



STANDARD STAFFING HOURS											
*BASED ON 183 DAYS	Area 1 - Beverly Hills High School	Area 2 - Beverly Vista School	Area 3 - El Rodeo School	Area 4 - Hawthorn e School	Area 5 - Horace Mann School	Area 6 – District Admin Bldg.	ANNUAL TOTAL	HOURLY WAGE	CONTRACTO R'S ANNUAL COST	PROPOSED PRICE PER HOUR	ANNUAL DISTRICT COST
AGENTS HOURS	18	18	18	18	18	18	19764.00	\$30.00	\$592,920.00	\$49.44	\$977,132.16
SUPERVISOR HOURS							2080	\$39.00	\$81,120.00		
CONTRACTOR							860	\$50.00	\$43,000.00		
EMPLOYEE BENEFITS									\$87,446.21		
SUPPLIES									\$29,049.83		
OTHER EXPENSES &									\$45,882.90		
PROFIT									\$97,713.22		
TOTAL (ANNUAL COST)									\$977,132.16		\$977,132.16

5.1 Compensation

The net amount the District shall expend from its own funds during the Contract term for armed security agent services shall not exceed the maximum annual amount provided by Contractor's submitted Form P-1, per Contract year, based on the District's needs and availability of funds in the District budget. The District may at its discretion expend any portion, all or none of the stipulated amount.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the District's express prior written approval.

5.3 Increase of Contract Sum by the District

Notwithstanding Section 5.0, the District may, by written notice to the Contractor(s), increase the maximum annual amount based on newly determined requirements during the Contract term, or any extension periods, to cover needed, increased services in the scope of the Contract, subject to

the availability of funds in the Department's budget.

5.4 Increase or Decrease in Service Area

Should the areas to be patrolled (Exhibit A) be modified in accordance with Appendix A, Section 8.0, the Contractor's compensation shall be modified as agreed by the parties in proportion to the reduction or increase in the Contractor's wage and benefit costs at the effective date of this Contract.

5.5 Additional Work

The Contractor shall be compensated for additional work authorized in writing by the District at the proposed price per hour quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 5.1 and 8.3. Special events, emergencies or unscheduled service shall be considered additional work subject to this Section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

5.6 No Increase in Annual or Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the annual or hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

5.7 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the District.

5.8 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the District and shall immediately repay all such funds to the District. Payment to the District for services rendered after expiration/termination of this Contract shall not constitute a waiver of the District's right to recover such

payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.9 Invoices and Payment

5.9.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in Appendix A, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments shall be as provided in Form P-1, and the Contractor shall be paid only for the tasks, deliverables, goods, services and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

5.9.2 Contractor shall submit an invoice to the District on or before the fifteenth of the month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice for which it claims payment. Invoices shall identify the Contract number, Contractor address, the dates and locations where work was performed and the names of employees who performed the work. If unscheduled and/or additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation. All invoices under this Contract shall be submitted to the following address:

Beverly Hills Unified School District

Facilities and Planning Office

Attention: Don Blake at dblake@bhusd.org

255 South Lasky Drive, Beverly Hills, CA 90212

5.9.3 The Senior Program Executive of the District's Bond Program will have oversight and administrative responsibilities of this contract as directed by the District.

6.0 ADMINISTRATION OF CONTRACT – DISTRICT

The District will notify the Contractor in writing of any change in the name of the

address shown.

6.1 District's Contract Administrator

Responsibilities of the District's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to District policy, information requirements, and procedural requirements;
- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The District's Contract Administrator is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate District in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-7 - Contractor's Administration. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Contract Representative. The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Representative on a regular basis.

7.2 Approval of Contractor's Staff

The District and its authorized agents have the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Administrator.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by the District in

the District's sole discretion, shall undergo and pass a background investigation to the satisfaction of the District as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, the District may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The District will not provide to Contractor or to Contractor's staff any information obtained through the District's background investigation.

7.4.3 The District, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the District or whose background or conduct is incompatible with District facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless the District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other

expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by the District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the District. Notwithstanding the preceding sentence, the District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the District with a full and adequate defense, as determined by the District in its sole judgment, the District shall be entitled to retain its own counsel, including, without limitation, District Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the District without the District's prior written approval.

- 7.5.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1** A Change Notice shall be prepared and executed by the Contractor and the District for any changes, deemed by the District as necessary for the appropriate execution of security services, and which affect the Contractor's service requirements as set forth in Appendix A, Statement of Work, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent.
- 8.1.2** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the District.
- 8.1.3** The District may require the addition and/or change of certain terms

and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the District. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District.

8.2 EXTENSION OF TIME

The District may authorize extensions of time as defined in Paragraph 4.0 - Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and the District.

8.3 ASSIGNMENT AND DELEGATION

8.3.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

8.3.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the District in accordance with applicable provisions of this Contract.

8.3.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of

same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.4 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.5 BUDGET REDUCTIONS

In the event that the District adopts, in any fiscal year, a District Budget which provides for reductions in the salaries and benefits paid to the majority of District employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.6 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigation and responding to complaints.

8.6.1 Within 10 business days after the Contract effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

8.6.2 The District will review the Contractor's policy and provide the

Contractor with approval of said plan or with requested changes.

- 8.6.3** If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for District approval.
- 8.6.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.
- 8.6.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Administrator of the status of the investigation within 10 business days of receiving the complaint.
- 8.6.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.7** Copies of all written responses shall be sent to the District's Contract Administrator within 10 business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

- 8.7.1** In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.7.2** Contractor shall indemnify, defend, and hold harmless the District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.8 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the District.

Notwithstanding the preceding sentence, the District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the District with a full and adequate defense, as determined by the District in its sole judgment, the District shall be entitled to retain its own counsel, including, without limitation, District Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the District without the District's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Form P-4 - Contractor's EEO Certification.

8.9 CONFLICT OF INTEREST

8.9.1 No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not

now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub- paragraph shall be a material breach of this Contract.

8.10 DISTRICT'S QUALITY ASSURANCE PLAN

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the District. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

8.11 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS

8.11.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.11.2 If the Contractor fails to make timely repairs, the District may make any necessary repairs. All costs incurred by the District, as determined by the District, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.12 EMPLOYMENT ELIGIBILITY VERIFICATION

8.12.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract

meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.12.2 The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.13 FACSIMILE REPRESENTATIONS

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.14 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

8.15 FORCE MAJEURE

8.15.1 Neither Party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.15.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.15.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.16 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the District of Los Angeles.

8.17 INDEPENDENT CONTRACTOR STATUS

8.17.1 This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of

agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.17.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.17.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.17.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6, Confidentiality.

8.18 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the District, its elected and appointed officers, employees, agents and volunteers ("District Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the District Indemnitees.

8.19 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of District, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in

Sections 8.2 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.19.1 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor’s policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). Explanations for specific coverage as it relates to security agent goods, services and activities as related to this contract must be well-defined and precise.
- The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any District required endorsement forms.
- Neither the District’s failure to obtain, nor the District’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information

provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Beverly Hills Unified School District
Facilities and Planning Office
Attention: Don Blake at dblake@bhusd.org
255 South Lasky Drive, Beverly Hills, CA 90212

Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third-party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or District.

8.19.2 Additional Insured Status and Scope of Coverage

The District, its Elected Officials, Officers, Agents, Employees, Bond Manager, and Volunteers (collectively District and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the District. District and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the District. The full policy limits and scope of protection also shall apply to the District and its Agents as an additional insured, even if they exceed the District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.19.3 Cancellation of or Changes in Insurance

Contractor shall provide the District with, or Contractor's insurance policies shall contain a provision that the District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate this Contract.

8.19.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.19.5 Insurer Financial ratings

Coverage shall be placed with insurers acceptable to the District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

8.19.6 Contractor's Insurance Shall be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.19.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the District under all

the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.19.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies or shall provide the District with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the District and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.19.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the District to pay any portion of any Contractor deductible or SIR. The District retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the District, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.19.10 Claims made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.19.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.19.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.19.13 Alternative Risk Financing Programs

The District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The District and its Agents shall be designated as an Additional Covered Party under any approved program.

8.19.14 District Review and Approval of Insurance Requirements

The District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

8.20 INSURANCE COVERAGE

8.20.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming District and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

8.20.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.20.3 Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is

an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the District as the Alternate Employer, and the endorsement form shall be modified to provide that District will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.20.4 Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$2 million per claim and \$4 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.20.5 Property Damage Contractors given exclusive use of District owned or leased property shall carry coverage with limits of not less than \$500,000 per event. The District and its Agents shall be named as an Additional Insured and Loss payee on Contractor's insurance as its interests may appear.

8.21 LIQUIDATED DAMAGES

8.21.1 If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District in a written notice describing the reasons for said action.

8.21.2 If the District determines that there are deficiencies in the performance of this Contract that they deem are correctable by the Contractor over a certain time span, the District will provide a written notice to the

Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Thousand Dollars (\$1,000) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix A, Statement of Work, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the District may correct all deficiencies and the total costs incurred by the District for completion of the work by an alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

8.21.3 The action noted in sub-paragraph 8.21.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.21.4 This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.21.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

8.22 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any municipality,

or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

8.23 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.23.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.23.2 The Contractor shall certify to, and comply with, the provisions of Form P-4 - Contractor's EEO Certification.

8.23.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.23.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.23.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.23.6 The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to

verify compliance with the provisions of this sub-paragraph 8.23 when so requested by the District.

8.23.7 If the District finds that any provisions of this sub-paragraph 8.23 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.

8.23.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.24 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the District from acquiring similar, equal or like goods and/or services from other entities or sources. Contractor further understands that there is a School District security force whose work will need to coordinate with Contractor. Contractor shall cooperate with District efforts to ensure both Contractor and School District security force work together and as directed by the District.

8.25 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.26 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the District's Contract

Administrator any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District's Contract Administrator is not able to resolve the dispute, the District or designee shall resolve it.

8.27 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Appendix H.

8.28 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the authority to issue all notices or demands required or permitted by the District under this Contract.

8.29 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.30 PUBLIC RECORDS ACT

8.30.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.32 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter

of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.30.2 In the event the District is required to defend an action on a Public Records Act request for any of the documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.31 PUBLICITY

8.31.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District’s Contract Administrator. The District shall not unreasonably withhold written consent.

8.31.2 The Contractor may, without the prior written consent of the District, indicate in its proposals and sales materials that it has been awarded this Contract with the District, provided that the requirements of this sub-paragraph 8.31 shall apply.

8.32 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign- in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.32.1 If an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the District's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.32.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.32 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

8.32.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the District's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for this Contract.

8.33 SUBCONTRACTING

8.33.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

8.33.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the District.

8.33.3 The Contractor shall indemnify, defend, and hold the District harmless with respect to the activities of each Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.33.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

8.33.5 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this District right.

8.33.6 Only those designated in writing by the District will be authorized to act for and on behalf of the District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.

8.33.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the District from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the below address Before any Subcontractor employee may perform any work hereunder.

**Beverly Hills Unified School District
Facilities and Planning Office
Attention: Don Blake at dblake@bhusd.org
255 South Lasky Drive, Beverly Hills, CA 90212**

8.34 TERMINATION FOR CONVENIENCE

8.34.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the written

notice is sent.

8.34.2 After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.34.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subparagraph 8.32, Record Retention and Inspection/Audit Settlement.

8.35 TERMINATION FOR DEFAULT

8.35.1 The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

8.35.2 If the District terminates this Contract in whole or in part as provided in sub-paragraph 8.35.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services like those so terminated. The Contractor shall be liable to the District for all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub- paragraph.

8.35.3 Except with respect to defaults of any Subcontractor, the Contractor

shall not be liable for any such excess costs of the type identified in sub-paragraph 8.35.1 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.35.4 If, after the District has given notice of termination under the provisions of this sub-paragraph 8.35, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.35, or that the default was excusable under the provisions of sub-paragraph 8.35, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.34 - Termination for Convenience.

8.35.5 The rights and remedies of the District provided in this sub-paragraph 8.35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.36 TERMINATION FOR IMPROPER CONSIDERATION

8.36.1 The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District

officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.36.2 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.37 TERMINATION FOR INSOLVENCY

8.37.1 The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the Contractor; or
4. The execution by the Contractor of a general assignment for the benefit of creditors.

8.37.2 The rights and remedies of the District provided in this sub-paragraph 8.37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.38 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the District appropriates funds for this Contract in the District's Budget for each such future fiscal year. If funds are not appropriated for this Contract,

then this Contract shall terminate **as of 30th June** of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.39 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.40 WAIVER

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.41 WARRANTY AGAINST CONTINGENT FEES

8.41.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for securing business.

8.41.2 For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Prevailing Wage Program

Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. The Vendor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the

Work. Proposals that fail to comply with the requirements of the Prevailing Wage Program may be considered non-responsive and excluded from further consideration.

9.1.1 Throughout the term of the Contract, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked and wages paid.

At any time during the term of the Contract, the District may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Prevailing Wage Program.

9.1.2 The Contractor will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the Prevailing Wage.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the District certified monitoring reports at a frequency instructed by the District. The certified monitoring reports shall list all the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the District. The District reserves the right to request any additional information it may deem necessary. If the District requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing

wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the District of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the District, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 District Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the District may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the District shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place county-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute county-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the District shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the

District after the date it is due or if the report submitted does not contain all the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the District may, in its sole discretion, exercise any or all the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the District may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the District, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the District. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the District may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$1,000 per monitoring report for each day until the District has been provided with a properly prepared, complete and certified monitoring report. The District may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the

event of such material breach, the District may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the District may, in its sole discretion, exercise any of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the District may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount paid to the employees for that pay period. The District may withhold said amount until the Contractor has satisfied the District that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the District. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the District may, in its sole discretion, assess against the Contractor liquidated damages of \$1,000 per Employee per day for each and every instance of an underpayment to an Employee. The District may deduct any assessed liquidated damages from

any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the District that it is necessary to use non-full-time Employees based on staffing efficiency or District requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the District has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the District.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the District or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the District may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the District, the Contractor shall demonstrate to the satisfaction of the District that the Contractor is complying with this requirement.

9.1.11 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.1.12 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.1.13 Proposer's Acknowledgement of Criminal Background

Checks Pursuant to Education Code Section 45125.1

If applicable, Contractor shall comply with all provisions of Education Code Section 45125.1. Pursuant to Education Code section 45125.1, Contractor shall conduct criminal background checks of all employees of Contractor assigned to the Service Area and shall certify in a manner acceptable to the District that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. As part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Contract and designate to which such employees will be assigned. In performing the services set forth in this Contract, Contractor shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Contract upon where this Contract may be terminated, at District's sole discretion, without any

further compensation to Contractor.

9.1.14 Taxes

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

9.1.15 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to ensure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while in the Service Area. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal into the Service Area. Contractors shall not violate written school policies. Contractor shall execute and deliver to the District all applicable certifications attached to this Agreement concerning Contractor's agreement to comply with the requirements of this Section.

9.1.16 Workers' Compensation Insurance

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all the Contractor's employees working in the Service Area under this Contract on or at the site of the Service Area and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees working in the Service Areas under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees working in the Service Area under this Contract on or at the site of the Service Area is not protected under the Workers' Compensation laws; the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage.

9.2 [Reserved]

9.3 [Reserved]

9.4 [Reserved]

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IN WITNESS WHEREOF, the District has, by order of its Board, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

NASTEC INTERNATIONAL, INC.
23945 Calabasas Road, Suite 208
Calabasas, CA 91302

By _____
Print Name

Signature

Title

BEVERLY HILLS UNIFIED SCHOOL DISTRICT
255 South Lasky Drive
Beverly Hills, CA 90212

By _____
Dr. Michael Bregy EdD, Superintendent
By _____
LaTanya Kirk-Carter, Assistant Superintendent Business Services

Appendix A

STATEMENT OF WORK

**BEVERLY HILLS UNIFIED SCHOOL DISTRICT
STATEMENT OF WORK FOR
ARMED SECURITY AGENT SERVICES**

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ARMED SECURITY AGENT SERVICES

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW).

1.2 Contractor's Work Plan

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

1.3 Contractor's Responsibility

Subject to Section 7.0, the Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, uniforms, weapons, licenses, registration, data systems, transportation, meals, lodging, services, facilities and expenses required to perform the Contract work.

1.4 Contractor's Office

The Contractor shall maintain a local address within the county at which the Contractor's Representative may be contacted personally or by mail. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

1.5 Property Damage

District property damaged by the Contractor's employees shall be repaired or replaced by the contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the District.

1.6 No Vehicle Access on Pedestrian Sidewalks

Motor vehicles used in the performance of the Contract work shall not be driven on pedestrian sidewalks or other areas where children are present, except in cases of extreme emergencies.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1** The District reserves the right to add and/or delete specific tasks, facilities and/or work hours throughout the term of this Contract, and otherwise amend and modify the scope of work and tasks in accordance with the District's future needs.
- 2.2** The District may from time to time close or cease operating certain facilities or portions of such facilities or may alter the number of hours or the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.
- 2.3** The Contractor shall be given reasonable written notice by the District that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes.
- 2.4** In the event of such addition/deletion of facilities, changes to hours or days of service, or scope of regularly scheduled services, the Contractor's compensation shall be adjusted.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

3.1 Purpose of Standards

The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

3.2 Contractor's Quality Control Plan

The Contractor shall comply with Contractor's quality control plan set forth in Form P-7, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the District.

4.0 QUALITY ASSURANCE PLAN

The District will evaluate the Contractor's performance under this Contract using the District's Quality Assurance Plan.

4.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the District and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

4.2 The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

4.3 The District may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Performance Requirements Summary, or proceed with Contract termination.

4.4 District Observations

Designated District personnel may observe performance, activities and review documents relevant to this Contract at any time during normal business or contracting operating hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The BHUSD Board of Education (Board) and the Contractor's responsibilities are as follows:

BOARD OF EDUCATION

5.1 Board of Education Contract Administrator

- 5.1.1** An authorized designee shall be the Contract Administrator (CA) who shall have the authority to act for the Board in the administration of the Contract except where action of the Board is expressly required by the Contract.
- 5.1.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the Board's policy, information and procedural requirements.
- 5.1.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- 5.1.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the Board in any manner.

CONTRACTOR

5.2 Contractor

- 5.2.1** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day- to-day activities and shall be available to the Board's Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.
- 5.2.2** Contractor shall ensure that all posts are filled according to Section 9.1, unless the Board gives a written notification of a change. Contractor shall be liable for all directly related and associated costs should the Board or another contractor be required to fill an open post that Contractor is responsible for staffing. Unoccupied security posts without the Board's prior approval will be viewed as a serious breach of performance and may be subject to remedies in accordance with Section 4.3.
- 5.2.3** Contractor shall notify the CA of any security absences immediately. Post coverage shall be ensured at all times, with replacement s reporting within two hours or less of the absent security agent 's reporting time.
- 5.2.4** Contractor shall ensure a replacement to cover any vacant post in the event

a security agent must leave during the work shift. The replacement shall report within two hours or less.

5.3 Contractor's Representative

5.3.1 The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

5.3.2 The CR shall be available to the CA on reasonable telephone notice each business day and at other times as required by the work.

5.3.3 The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs, approve reports and report on any problem resolution to the CA within 24 hours of incidents. Immediate response and/or report is required by the CR to the CA in emergency situations.

5.4 Supervisor

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the Contract work. The CR may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must fluently understand, speak and write English.

5.5 Changes of Key Personnel

The Contractor shall obtain the approval of the CA before replacing the CR or the supervisor. Such approval shall not be unreasonably withheld.

5.6 Communication with the Board

The Contractor shall maintain communication systems that will enable the CA, or his/her designee, to contact the Contractor at all times during regular business hours. When the office is closed, an answering service shall be provided to receive calls from the CA, or his/her designee. The Contractor shall return calls not later than the next business day and within one hour if the call is designated urgent.

5.7 Personnel

5.7.1 Security agents shall communicate effectively in English and be capable of communicating with the public and District employees and possess written communication skills for note taking and completing report forms.

5.7.2 Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

5.7.3 Contractor shall ensure its s working on this Contract have satisfactorily completed training requirements in accordance with Section 11.0.

- 5.7.4** Contractor's employees shall not bring in any form of contraband to District facilities.
- 5.7.5** Contractor's employees shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs when in or on District facilities.
- 5.7.6** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any District facility; and otherwise are subject to all rules and regulations of the facility.
- 5.7.7** Personnel employed by the Contractor and assigned to perform Contract work shall undergo and pass a background investigation to the satisfaction of the District.
- 5.7.8** All personnel assigned by the Contractor to perform Contract work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the District, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The District reserves the right to bar any of the Contractor's staff from performing on this Contract.
- 5.7.9** The Contractor shall provide the District with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term. This list of employees is considered proprietary and
- 5.7.10** The Contractor's employees shall enter and leave District facilities only through access specified by the CA.

5.8 Licenses

5.8.1 Contractor

The Contractor shall maintain the following licenses over the Contract term:

- California Department of Consumer Affairs Private Security Service License;
- California Department of Consumer Affairs firearms permit and registration for each security agent assigned to the Contract; and
- Federal Communications Commission Radio Equipment Operation License, if required for the operation of Contractor's communication system.

5.8.2 Security Agents

The Contractor shall assign only security agents who have satisfactorily completed the State of California Security Training requirements for security agents. The security agents shall possess at all times while on duty the current, valid licenses and certifications. The following are required:

- California Department of Consumer Affairs security agent registration card (Card);
- California Department of Consumer Affairs firearms permit;
- California Department of Consumer Affairs Bureau of Security and Investigative Services (BSIS) baton permit, or proof of active peace status;
- License to carry oleoresin capicum (O.C.) spray;
- BSIS Certification in Side Handle, PR24 Baton or ASP Collapsible Baton Training;
- Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) Certification sponsored or approved by the American Red Cross or American Heart Association; and
- First Aid Certificate/Card; and
- Completion of a minimum of 16-hour Active Shooter Course.

5.9 Contractor to Maintain Employee Records

5.9.1 Contractor shall provide the District with appropriate documentation of completion of its security agents' training and all applicable licenses and certifications received prior to assigning security agents to perform Contract services.

5.9.2 Contractor shall be responsible for maintaining records of each employee assigned to perform Contract services. District may review Contractors records annually or anytime during the Contract period.

6.0 FACILITIES AND EQUIPMENT FURNISHED BY THE DISTRICT

6.1 The District will provide the facilities and equipment described in this Section 6.0 for the Contractor's use during the term of the Contract. Equipment and facilities furnished by the District may be used by the Contractor only for activities related to performance of the Contract work. The Contractor agrees to defend and hold the District harmless from any loss, liability, claim, lawsuit, property damage, theft, destruction of property or injury resulting from Contractor's use of the facilities and

equipment. Contractor assumes full responsibility for all equipment issued by the District to Contractor solely for performance of work contained herein. Should Contractor's employees damage District property or equipment, the District shall issue to Contractor a Contract Discrepancy Report (CDR) detailing costs for all repairs or replacement of lost, stolen or damaged equipment, and deduct costs from Contractor's invoice.

6.2 Post

The District will provide the Contractor with a central security post, located in or near the main entrance of each District facility located at: Service Area 1, **Beverly Hills High School - 241 Moreno Dr. Beverly Hills, CA 90212**; Service Area 2, **Beverly Vista School - 200 S. Elm Dr. Beverly Hills, CA 90212**; Service Area 3, **El Rodeo School - 605 Whittier Dr. Beverly Hills, CA 90210**; Service Area 4, **Hawthorne School - 624 N. Rexford Dr. Beverly Hills, CA 90210**; Service Area 5, **Horace Mann School - 8701 Charleville Blvd. Beverly Hills, CA 90211**; and Service Area 6, **District Administration Building - 255 South Lasky Dr. Beverly Hills, CA 90212**.

The Contractor shall reimburse the District or its designee for all telephone calls made by the security agents from the security post immediately when presented with an itemized copy of the monthly telephone bill.

6.3 Keys and Gate Cards

The District will provide the Contractor with all keys, fobs and gate cards that are required to gain access to the Service Areas. The CR shall report any lost or stolen key or gate cards to the CA within 12 hours of discovery of its loss. The Contractor shall reimburse the District for the cost of either re-keying or duplicating lost keys or cards as determined by the District. All key and gate cards shall be returned to the CA upon Contract termination.

The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any District facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

7.0 EQUIPMENT FURNISHED BY CONTRACTOR

7.1 Contractor to Furnish Supplies and Equipment

Except for the items furnished by the District pursuant to Section 6.0, the Contractor shall provide all equipment necessary to perform the Contract work.

7.2 Security Agent Monitoring

7.2.1 Contractor shall provide an electronic monitoring system which monitors the activities of the security agents while on patrol. The monitoring system shall include equipment for the following:

- Electronic checkpoint placement at various patrol locations, as identified in Section 8.2;
- Wand, fob or similar device which can record the location, date and time of the patrol; and
- Ability to download and provide a daily online report of the patrol.

7.2.2 The security agent monitoring system shall be approved by the CA prior to installation.

7.2.3 The security agent monitoring system shall remain the property of the Contractor and shall be removed upon termination of the Contract.

7.3 Uniforms

The Contractor shall furnish all security agents assigned to perform the Contract work uniforms in a style and color acceptable to the District. The uniforms shall be worn by the security agents while performing the Contract work and they shall be changed as necessary so that the security agents always have a clean/neat uniform each work day.

7.4 Security Agent Equipment

Each security agent shall be equipped with the following equipment:

- Black Sam/Sally Browne Belt (leather or tactical nylon but all attachments listed below must match belt material);
- Handcuff Case;
- Four (4) Keepers;
- Key Snap;
- One (1) heavy duty 3-cell flashlight or equivalent;
- One (1) set of handcuffs plus (female) key;
- Metal or Cloth Badge;

- PR 24 baton or the ASP (24" or 26") expandable straight baton;
- Pepper Spray (10% solution of oleoresin capsicum in a 1.47 oz. container and carried hoister);
- First Aid/Trauma Kit to include: 2 x Exam Gloves (1 pr.), 1 x C-A-T (Combat Application Tourniquet®), 1 x S-Rolled Gauze (4.5 in. x 4 yd), 1 x 4 in. Emergency Trauma Dressing;
- Leather or nylon holster that provides a minimum of Level 2 retention capabilities, which specifically fits the issued or carried weapon;
- Ammunition pouch designed to hold at least two (2) magazines;
- A pistol, semi-automatic, produced by Beretta, Colt, H&K or Smith and Wesson, minimum three-and-a-half-inch barrel, blue or stainless steel finish, 9mm caliber only, incorporating the following safety features:
 - Manual safety/de-cocking lever;
 - Automatic firing pin safety block;
 - Half-cock hammer position

These firearms have been approved by the Los Angeles District Sheriff's Department as meeting their testing requirements for safety, performance, quality and training procedures.

- Ammunition for pistol, semi-automatic, a minimum quantity to fill three (3) magazines for the carried weapon, 9mm Jacketed or Semi-jacketed Hollow Point ammunition. A semi-automatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on.
- Armed security agents shall only carry a firearm for which they are currently licensed and qualified under State or California Consumer Affairs' rules and regulations. The firearm shall be listed on their firearms' card issued by Consumer Affairs.
- Contractor shall maintain a current firearms list, which shall include the manufacture, model and serial number of the firearms used by Contractor's armed agents and provide an updated list when adding, deleting, and noting other changes as appropriate. Contractor shall provide the CA with the firearms list within 30 days of Contract Award and annually thereafter.
- Each armed security agent shall be required to qualify/re-qualify twice annually. Once during the first half of the year and once during the second half of the year.

Qualification slips shall be filed with the company of employment and be available for audit by personnel of the District.

The items outlined above will not be furnished, maintained or paid for by the District. All uniforms and equipment must be maintained in good operating condition and in good appearance.

7.5 Photo Identification

The Contractor shall furnish and require every on-duty security agent to wear a visible photo identification card identifying the employee by name, physical description and company. The identification card shall be approved by the CA.

7.6 Patrol Vehicles

7.6.1 When requested, the Contractor shall provide a patrol vehicle to perform patrol and Special Event work.

7.6.2 The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos that include the company name and telephone number. Vehicles shall be registered to the Contractor. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld.

7.6.3 Vehicles used in the performance of the Contract work shall not be driven on sidewalks or other portions of the facilities where children are present unless an emergency requires it.

7.6.4 Vehicles shall be well maintained, neat and clean at all times.

7.6.5 The patrol vehicle shall be equipped with the following equipment:

- Wireless communication equipment satisfactory to the CA;
- Spotlight with ½ mile illumination range;
- Fully charged fire extinguisher;
- Emergency road repair equipment including jack and spare tire;
- Traffic Cones;
- First aid kit; and
- Outside public-address capability.

7.7 Two-Way Communication Devices

Contractor shall provide two (2) hand-held radios or equivalent wireless communication devices satisfactory to the CA with a range of 5 miles.

7.8 Electronic Sign-In Equipment/Method

The Contractor shall provide equipment and/or method that will allow Contractor's

employees to sign in and out of their assigned work locations.

8.0 SERVICE AREAS

8.1 The Service Areas and the facilities within which will be patrolled by the security agents are illustrated in Exhibit A and listed below.

8.1.1 Service Area 1 Beverly Hills High School - 241 Moreno Dr. Beverly Hills, CA 90212; and its Immediate Vicinity.

The facilities within this area include:

- All structures, fields, parking lots, and other areas located within the physical boundaries of the school property as depicted in Exhibit A.

8.1.2 Service Area 2 Beverly Vista School - 200 S. Elm Dr. Beverly Hills, CA 90212; and its immediate Vicinity.

The facilities within this area include:

- All structures, fields, parking lots, and other areas located within the physical boundaries of the school property as depicted in Exhibit A.

8.1.3 Service Area 3 – El Rodeo School - 605 Whittier Dr. Beverly Hills, CA 90210.

The facilities within this area include:

- All structures, fields, parking lots, and other areas located within the physical boundaries of the school property as depicted in Exhibit A.

8.1.4 Service Area 4 – Hawthorne School - 624 N. Rexford Dr. Beverly Hills, CA 90210.

The facilities within this area include:

- All structures, fields, parking lots, and other areas located within the physical boundaries of the school property as depicted in Exhibit A.

8.1.5 Service Area 5 – Horace Mann School - 8701 Charleville Blvd. Beverly Hills, CA 90211

The facilities within this area include:

- All structures, fields, parking lots, and other areas located within the physical boundaries of the school property as depicted in Exhibit A.

8.1.6 Service Area 6 – District Administration Building - 255 South Lasky Dr. Beverly Hills, CA 90212

The facilities within this area include:

- All structures and parking lots located within the physical boundaries of the District Administration Building property as depicted in Exhibit A.

All locations will be further identified at a detailed pre-job walkthrough upon Contract award.

8.2 Security Monitoring Checkpoint Locations

All facilities identified below must have an electronic checkpoint to monitor the foot patrols of the security agents.

- All School Perimeters ensuring 360-degree coverage of property boundary (at least one checkpoint to be placed on each corner of perimeter fence/wall);
- Service Area 1, **Beverly Hills High School - 241 Moreno Dr. Beverly Hills, CA 90212**; a minimum of eight checkpoints to be placed around and throughout the site as determined by the Boards CA.
- Service Area 2, **Beverly Vista School - 200 S. Elm Dr. Beverly Hills, CA 90212**; a minimum of six checkpoints to be placed around and throughout the site as determined by the Boards CA.
- Service Area 3, **El Rodeo School - 605 Whittier Dr. Beverly Hills, CA 90210**; a minimum of six checkpoints to be placed around and throughout the site as determined by the Boards CA.
- Service Area 4, **Hawthorne School - 624 N. Rexford Dr. Beverly Hills, CA 90210**; a minimum of six checkpoints to be placed around and throughout the site as determined by the Boards CA.
- Service Area 5, **Horace Mann School - 8701 Charleville Blvd. Beverly Hills, CA 90211**; a minimum of six checkpoints to be placed around and throughout the site as determined by the Boards CA.
- Service Area 6, **District Administration Building - 255 South Lasky Dr. Beverly Hills, CA 90212**; a minimum of six checkpoints to be placed around and throughout the site as determined by the Boards CA.

8.3 The District reserves the right to require additional locations for checkpoint placement.

9.0 SECURITY AGENT HOURS AND TASKS

The security s provided by the Contractor shall perform the tasks as specified below, and any others required by the CA, which are within the scope of the contract work.

9.1 Service Areas, Patrol Hours and Required Staffing

- Service Area 1, Beverly Hills High School – The Contractor shall assign two security agents to Service Area 1 and adjacent facilities from 7:00a.m.to 4:00 p.m.
- Service Area 2, Beverly Vista School – The Contractor shall assign two security

agents to Service Area 2 and adjacent facilities from 7:00a.m.to 4:00 p.m.

- Service Area 3, El Rodeo School – The Contractor shall assign two security agents to Service Area 3 and adjacent facilities from 7:00a.m. to 4:00 p.m.
- Service Area 4, Hawthorne School – The Contractor shall assign two security agents to Service Area 4 and adjacent facilities from 7:00a.m.to 4:00 p.m.
- Service Area 5, Horace Mann School – The Contractor shall assign two security agents to Service Area 5 and adjacent facilities from 7:00a.m.to 4:00 p.m.
- Service Area 6, District Administration Building – The Contractor shall assign two security agents to Service Area 6 and adjacent facilities from 7:00a.m.to 4:00 p.m.
- The hours stated above are five days a week (unless stated otherwise), excluding holidays, and any other such hours as the District may designate. The CA will advise.

9.2 Security Agent Tasks

- agents shall arrive and leave posts at designated times;
- agents shall electronically sign-in and out at designated security posts;
- agents shall report to designated posts on time and maintain the security post until relieved as required;
- agents shall wear a visible photo identification card at all times;
- agents shall not possess any of the following items while at their assigned posts: personal music devices, laptop computers, televisions, handheld computer devices/games, newspapers, magazines or books;
- agents shall be awake at all times during security post coverage; and
- agents shall ensure security checkpoints are engaged while on foot patrol.

10.0 SCOPE OF WORK AND DUTIES

10.1 Description of Work

The following duties shall be completed by the security (s) at the assigned Service Area once on duty:

10.1.1 Service Area 1, Beverly Hills High School

- ☐ Arrive at the security post no later than 7:00 a.m., in complete uniform;
- ☐ Leave the security post no earlier than 4:00 p.m.;
- ☐ Secures premises and personnel by patrolling property; inspecting buildings, equipment, and access points; patrolling the designated perimeter; permitting entry to authorized personnel; and responding to

- dispatch when directed to investigate suspect activities or disturbances;
- ☐ Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; detaining trespassers;
- ☐ Respond to any disturbance on campus they witness or are dispatched to;
- ☐ May be required to exercise physical force, up to and including deadly force;
- ☐ Will carry out general and special orders for post assigned;
- ☐ Will communicate via radio, telephone and orally according to orders;
- ☐ Required to interact with, and escort personnel off premises as required;
- ☐ Will provide access control, traffic control and conduct walking and motorized armed security functions;
- ☐ Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures;
- ☐ Maintains organization's stability and reputation by complying with legal requirements;
- ☐ Will follow applicable standard operating procedures and regulations pertaining to security of weapons, buildings, personnel, District property and equipment;
- ☐ Ensure that Post Orders are displayed at the entrance of the security post and carried out while on duty;
- ☐ One security agent shall always remain in the main entrance security post and will maintain contact with the security agent on foot patrol by way of a two-way radio. He/she will perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone;
- ☐ One security agent shall patrol the facilities by foot or car, as directed by the District Contract Administrator and ensure the electronic checkpoints are engaged every 60 minutes;
- ☐ Will perform other tasks as determined by the Boards CA.

10.1.2 Prohibit parking in other than authorized parking locations along perimeter of school property, unless prior permission has been given by either the school administrator, or the District Contract Administrator.

10.1.3 Service Area 2. Beverly Vista School

- ☐ Arrive at the security post no later than 7:00 a.m., in complete uniform;
- ☐ Leave the security post no earlier than 4:00 p.m.;
- ☐ Secures premises and personnel by patrolling property; inspecting buildings, equipment, and access points; patrolling the designated perimeter; permitting entry to authorized personnel; and responding to dispatch when directed to investigate suspect activities or disturbances;
- ☐ Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; detaining trespassers;
- ☐ Respond to any disturbance on campus they witness or are dispatched to;
- ☐ May be required to exercise physical force, up to and including deadly force;
- ☐ Will carry out general and special orders for post assigned;
- ☐ Will communicate via radio, telephone and orally according to orders;
- ☐ Required to interact with, and escort personnel off premises as required;
- ☐ Will provide access control, traffic control and conduct walking and motorized armed security functions;
- ☐ Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures;
- ☐ Maintains organization's stability and reputation by complying with legal requirements;
- ☐ Will follow applicable standard operating procedures and regulations pertaining to security of weapons, buildings, personnel, District property and equipment;
- ☐ Ensure that Post Orders are displayed at the entrance of the security post and carried out while on duty;
- ☐ One security agent shall always remain in the main entrance security agent post and will maintain contact with the security agent on foot patrol by way of a two-way radio. He/she will perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone;
- ☐ One security agent shall patrol the facilities by foot or car, as directed by

the District Contract Administrator and ensure the electronic checkpoints are engaged every 60 minutes;

- ☐ Will perform other tasks as determined by the Boards CA.

10.1.4 Prohibit parking in other than authorized parking locations along perimeter of school property, unless prior permission has been given by either the school administrator, or the District Contract Administrator.

10.1.5 Service Area 3. El Rodeo School

- ☐ Arrive at the security post no later than 7:00 a.m., in complete uniform;
- ☐ Leave the security post no earlier than 4:00 p.m.;
- ☐ Secures premises and personnel by patrolling property; inspecting buildings, equipment, and access points; patrolling the designated perimeter; permitting entry to authorized personnel; and responding to dispatch when directed to investigate suspect activities or disturbances;
- ☐ Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; detaining trespassers;
- ☐ Respond to any disturbance on campus they witness or are dispatched to;
- ☐ May be required to exercise physical force, up to and including deadly force;
- ☐ Will carry out general and special orders for post assigned;
- ☐ Will communicate via radio, telephone and orally according to orders;
- ☐ Required to interact with, and escort personnel off premises as required;
- ☐ Will provide access control, traffic control and conduct walking and motorized armed security functions;
- ☐ Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures;
- ☐ Maintains organization's stability and reputation by complying with legal requirements;
- ☐ Will follow applicable standard operating procedures and regulations pertaining to security of weapons, buildings, personnel, District property and equipment;
- ☐ Ensure that Post Orders are displayed at the entrance of the security post and carried out while on duty;

- ☐ One security agent shall always remain in the main entrance security post and will maintain contact with the security agent on foot patrol by way of a two-way radio. He/she will perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone;
- ☐ One security agent shall patrol the facilities by foot or car, as directed by the District Contract Administrator and ensure the electronic checkpoints are engaged every 60 minutes;
- ☐ Will perform other tasks as determined by the Boards CA.

10.1.6 Prohibit parking in other than authorized parking locations along perimeter of school property, unless prior permission has been given by either the school administrator, or the District Contract Administrator.

10.1.7 Service Area 4. Hawthorne School

- ☐ Arrive at the security post no later than 7:00 a.m., in complete uniform;
- ☐ Leave the security post no earlier than 4:00 p.m.;
- ☐ Secures premises and personnel by patrolling property; inspecting buildings, equipment, and access points; patrolling the designated perimeter; permitting entry to authorized personnel; and responding to dispatch when directed to investigate suspect activities or disturbances;
- ☐ Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; detaining trespassers;
- ☐ Respond to any disturbance on campus they witness or are dispatched to;
- ☐ May be required to exercise physical force, up to and including deadly force;
- ☐ Will carry out general and special orders for post assigned;
- ☐ Will communicate via radio, telephone and orally according to orders;
- ☐ Required to interact with, and escort personnel off premises as required;
- ☐ Will provide access control, traffic control and conduct walking and motorized armed security functions;
- ☐ Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures;
- ☐ Maintains organization's stability and reputation by complying with legal

requirements;

- ☐ Will follow applicable standard operating procedures and regulations pertaining to security of weapons, buildings, personnel, District property and equipment;
- ☐ Ensure that Post Orders are displayed at the entrance of the security post and carried out while on duty;
- ☐ One security agent shall always remain in the main entrance security post and will maintain contact with the security agent on foot patrol by way of a two-way radio. He/she will perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone;
- ☐ One security agent shall patrol the facilities by foot or car, as directed by the District Contract Administrator and ensure the electronic checkpoints are engaged every 60 minutes;
- ☐ Will perform other tasks as determined by the Boards CA.

10.1.8 Prohibit parking in other than authorized parking locations along perimeter of school property, unless prior permission has been given by either the school administrator, or the District Contract Administrator.

10.1.9 Service Area 5. Horace Mann School

- ☐ Arrive at the security post no later than 7:00 a.m., in complete uniform;
- ☐ Leave the security post no earlier than 4:00 p.m.;
- ☐ Secures premises and personnel by patrolling property; inspecting buildings, equipment, and access points; patrolling the designated perimeter; permitting entry to authorized personnel; and responding to dispatch when directed to investigate suspect activities or disturbances;
- ☐ Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; detaining trespassers;
- ☐ Respond to any disturbance on campus they witness or are dispatched to;
- ☐ May be required to exercise physical force, up to and including deadly force;
- ☐ Will carry out general and special orders for post assigned;
- ☐ Will communicate via radio, telephone and orally according to orders;

- ☐ Required to interact with, and escort personnel off premises as required;
- ☐ Will provide access control, traffic control and conduct walking and motorized armed security functions;
- ☐ Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures;
- ☐ Maintains organization's stability and reputation by complying with legal requirements;
- ☐ Will follow applicable standard operating procedures and regulations pertaining to security of weapons, buildings, personnel, District property and equipment;
- ☐ Ensure that Post Orders are displayed at the entrance of the security post and carried out while on duty;
- ☐ One security agent shall always remain in the main entrance security post and will maintain contact with the security agent on foot patrol by way of a two-way radio. He/she will perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone;
- ☐ One security agent shall patrol the facilities by foot or car, as directed by the District Contract Administrator and ensure the electronic checkpoints are engaged every 60 minutes;
- ☐ Will perform other tasks as determined by the Boards CA.

10.1.10 Prohibit parking in other than authorized parking locations along perimeter of school property, unless prior permission has been given by either the school administrator, or the District Contract Administrator.

10.1.11 Service Area 6. District Administration Building

- ☐ Arrive at the security post no later than 7:00 a.m., in complete uniform;
- ☐ Leave the security post no earlier than 4:00 p.m.;
- ☐ Secures premises and personnel by patrolling property; inspecting buildings, equipment, and access points; patrolling the designated perimeter; permitting entry to authorized personnel; and responding to dispatch when directed to investigate suspect activities or disturbances;
- ☐ Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; detaining trespassers;

- ☐ Respond to any disturbance on campus they witness or are dispatched to;
- ☐ May be required to exercise physical force, up to and including deadly force;
- ☐ Will carry out general and special orders for post assigned;
- ☐ Will communicate via radio, telephone and orally according to orders;
- ☐ Required to interact with, and escort personnel off premises as required;
- ☐ Will provide access control, traffic control and conduct walking and motorized armed security functions;
- ☐ Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures;
- ☐ Maintains organization's stability and reputation by complying with legal requirements;
- ☐ Will follow applicable standard operating procedures and regulations pertaining to security of weapons, buildings, personnel, District property and equipment;
- ☐ Ensure that Post Orders are displayed at the entrance of the security post and carried out while on duty;
- ☐ One security agent shall always remain in the main entrance security post and will maintain contact with the security agent on foot patrol by way of a two-way radio. He/she will perform the functions of a dispatcher by reporting crimes/incidents to the proper authorities and answer the kiosk phone;
- ☐ One security agent shall patrol the facilities by foot or car, as directed by the District Contract Administrator and ensure the electronic checkpoints are engaged every 60 minutes;
- ☐ Will perform other tasks as determined by the Boards CA.

10.1.12 Prohibit parking in other than authorized parking locations along perimeter of school property, unless prior permission has been given by either the school administrator, or the District Contract Administrator.

10.2 Other Duties

Perform other new and emerging duties within the scope of the Contract as required by the District.

11.0 CONTRACTOR TRAINING REQUIREMENTS

Contractor shall furnish, and Contractor's security agents must successfully complete before commencing patrol duties, a basic training course which provides the subject matter, class time and topics described below.

11.1 Duties and Functions of Security Agents (3 hours)

- Public Relations;
- Appearance;
- Observe and report;
- Note-taking and reporting;
- Legal powers and limitations;
- Prevention;
- Use of force only when life is being threatened;
- Department's Statement of Work;
- Search and seizure; and
- Arrest powers.

11.2 Prevention and Protection (3 hours)

- Patrols;
- Checking for hazards;
- Access control;
- Department's rules and regulations;
- Inspections; and
- Safety.

11.3 Enforcement (3 hours)

- Observation and description;
- Preservation of evidence;
- Criminal and civil law;
- Crimes in progress;
- Unruly persons;
- Defensive tactics;
- Procedures for bomb threats; and
- Procedures during fires, explosions, floods and demonstrations.

11.4 Special Problems (2 hours)

- Vandalism;

- Arson;
- Burglary;
- Robbery;
- Theft;
- Loitering;
- Drugs and alcohol; and
- Terrorism.

11.5 General Emergency Services (2 hours)

- Communications;
- Crowd control;
- Fire control systems and fire prevention;
- First Aid/CPR;
- Safeing District property;
- Law enforcement and private security relationships; and
- Responding to alarms.

12.0 UNSCHEDULED WORK

The Contractor shall upon 24 hours' notice perform unscheduled armed security agent services at such times and places as are authorized in writing by the District.

12.1 Special Events

The Contractor shall provide armed security agent services and, if needed, crowd control services for special events and programs on any day of the week at any time of day when requested by the District at least three working days prior to each such event. Special events may include such events as; graduations, dances, after hour meetings, sporting events, etc. The District may also request such services within 24 hours' notice of an event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs.

12.2 Emergencies

The District may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special armed security agent services. The Contractor shall make such services available within two hours of telephone notice.

13.0 LOGS AND REPORTS

13.1 Electronic Sign-In

Contractor shall ensure that security agents electronically sign-in and out at the beginning and end of each shift at the security posts using the equipment as stated in Section 7.8. The CA may request that Contractor provide an electronic report verifying security agent's reporting at any time. The security posts are located as follows:

- Service Area 1, Beverly Hills High School – The security post will be located at or near the main entrance to the school.
- Service Area 2, Beverly Vista School - The security post will be located at or near the main entrance to the school.
- Service Area 3, El Rodeo School - The security post will be located at or near the main entrance to the school.
- Service Area 4, Hawthorne School – The security post will be located at or near the main entrance to the school.
- Service Area 5, Horace Mann School – The security post will be located at or near the main entrance to the school.
- Service Area 6, District Administration Building – The security post will be located at or near the main entrance to the building.
- The Department reserves the right to require electronic sign-in during the term of this Contract and any option years, if exercised.

13.2 Contractor to Submit Monthly Reports

The Contractor shall submit with each monthly invoice a report describing the services rendered during the period, including:

- The charge for the services rendered;
- The balance of funds remaining under the Contract;
- The names, dates and hours worked by each security agent ;
- An electronic report of each security agent's sign in/out time;
- Any subcontractors employed and their dates and hours worked; and
- A copy of the electronic security agent monitoring report shall be attached with the Contractor's monthly invoice.

13.3 Daily Patrol Log

The Contractor shall maintain a daily patrol log in accordance with Exhibit B, Daily Patrol Log. This log shall include the name of the security agent, date, starting and

ending times, certification activities completed, description of any activity not listed (including, but not limited to, emergency situations in the parking lots and other areas of the school) and all reported incidents. Each daily patrol log shall be completed by the end of each shift and left in an appropriate place accessible to the CA, to be determined upon award of the contract.

13.4 Daily Patrol Report

At the conclusion of each shift, the security agent shall download and generate the patrol report. The facility name on the report must be the same as the facility named in Section 8.0 or as directed by the Contract Administrator.

13.5 Written Incident Reports

The Contractor shall prepare written incident reports. Incident reports shall include, but not be limited to, discharge of firearms observed or reported by security agents or others, bodily injury, use of force by security agents or others, active involvement by fire, vehicle collision/incident report (involving Contractor vehicle's), paramedic and law enforcement authorities, vandalism, trespass, illegal gatherings, fights, burglaries, thefts, assaults, property damage, flooding, earthquake damage, roadway damage, power failures, utility failures, parking lot lights extinguished, broken gates and observed violations of ordinances or statutes. This report shall contain any information that is immediately available to assist the District in identifying and locating the perpetrator and/or victim. The report shall be completed by the end of the shift in which the incident is first observed or reported and shall be submitted to the CA on the next District business day, unless otherwise instructed by the CA.

13.6 Oral Incident Reports

The Contractor shall immediately submit to the CA a detailed oral report of such incidents. The Contractor shall file a written report not later than the next District business day, or immediately if requested by the CA as stated in Section 13.5.

13.7 Complaint Log

The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints concerning employee appearance, attitude and work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated

copy of the complaint log shall be made available to the CA by the first day of each month. Logs and reports relative to supervision, noting problems and/or violations and corrective actions, shall be made available to the CA.

13.8 Monthly Incident Summary

The Contractor shall submit to the CA by the fifth day of each calendar month of the Contract term commencing with the second month of the Contract term, a written report summarizing all incidents reported in the patrol log and incident reports and their disposition for the previous month.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

14.1 Acknowledgement and Acceptance of Standards and Sums

The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

CONTRACT DISCREPANCY REPORT (CDR)

TO: _____

FROM: _____

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:

Signature of District Contract Administrator: _____

Date: _____

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of District Contract Administrator: _____

Date: _____

DISTRICT EVALUATION OF CONTRACTOR RESPONSE:

Signature of District Contract Administrator: _____

Date: _____

DISTRICT ACTIONS:

CONTRACTOR NOTIFIED OF ACTION

Signature of District Contract Administrator: _____

Date: _____

Signature of Contract Representative: _____

Date: _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Armed Security Agent Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: SUB-PARAGRAPH 5.8 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 15 th of each month	Review of Invoices	\$1,000 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.8. – <i>COMPLIANCE W/DISTRICT'S JURY SERVICE PROGRAM</i>	Contractor shall have and adhere to a written policy meeting the District's Jury Service Program requirements	Review of Records	\$ 1,000 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.25 – <i>INSURANCE COVERAGE</i>	Contractor shall maintain required liability amounts and coverages	Review of Insurance Certificates	\$1,000 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor shall certify to, and comply with Form P-8, Contractor's EEO Certification	Inspection of Files	\$1,000 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified	Inspection of Files	\$1,000 per occurrence
SAMPLE CONTRACT: PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor shall obtain District's written approval prior to subcontracting any work	Observation	\$1,000 per occurrence
STATEMENT OF WORK: PARAGRAPH 3.0 – <i>CONTRACTOR'S QUALITY CONTROL PLAN</i>	Contractor shall comply with its quality control plan	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 4.1 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall respond to an issued Contract Discrepancy Report (CDR) within three workdays	Observation & Documentation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 4.1 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall submit a plan for correction to an issued CDR within five workdays	Observation & Documentation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.1. – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as the Contractor's Representative	Observation	\$1,000 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Armed Security Agent Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall ensure all posts are filled according to Contractor's submitted staffing plan	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.2. – <i>RESPONSIBILITIES – CONTRACTOR'S REPRESENTATIVE</i>	Contractor's Representative shall be available to the District Contract Administrator by reasonable telephone notice each business day	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.4 – <i>RESPONSIBILITIES</i>	Contractor shall provide a supervisor during the performance of the Contract	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.8 – <i>RESPONSIBILITIES</i>	Contractor's employees shall comply with all responsibilities in Section 5.8 of the Statement of Work	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.9.1 – <i>RESPONSIBILITIES</i>	Contractor shall maintain all required licenses during the Contract term	Review of Records	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.9.2 – <i>RESPONSIBILITIES</i>	Contractor shall ensure that security agents maintain all required training and certification during the Contract term	Review of Records	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.10.1 – <i>RESPONSIBILITIES</i>	Contractor shall provide to District completion of training, licenses and certifications of security agents prior to performing Contract work	Review of Records	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.10.2 – <i>RESPONSIBILITIES</i>	Contractor shall maintain records of employees assigned to perform contract work	Review of Records	\$1,000 per occurrence
STATEMENT OF WORK: PARAGRAPH 6.0 – <i>FACILITIES AND EQUIPMENT FURNISHED BY DISTRICT</i>	Contractor shall be responsible for repairs or replacement of lost, stolen or damaged District equipment	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.2 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall provide an electronic monitoring system and appropriate equipment	Observation	\$1,000 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Armed Security Agent Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 7.3 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall furnish all security agents' work uniforms which shall be neat, clean and worn while performing the Contract work	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.4 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Security agents shall be equipped with all required equipment listed in Section 7.4	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.5 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Security agents shall wear visible photo identification at all times while performing Contract work	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.6 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall provide one patrol registered vehicle	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.7 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall provide two (2) two-way communication devices	Observation	\$1,000 per occurrence
STATEMENT OF WORK: PARAGRAPH 8.0 – <i>SERVICE AREAS</i>	Contractor shall ensure all service areas identified are patrolled	Observation & Documentation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.1. – <i>SECURITY HOURS AND TASKS</i>	Security agents shall be staffed at designated posts and times	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.2 – <i>SECURITY HOURS AND TASKS</i>	Security agents shall comply with all tasks in Section 9.2	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 10.0. – <i>SCOPE OF WORK & DUTIES</i>	Contractor shall ensure security agents perform all duties as described for all areas listed	Observation & Documentation	\$1,000 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.0 – <i>CONTRACTOR TRAINING REQUIREMENTS</i>	Contractor shall ensure security agents successfully complete a basic training course prior to commencing patrol duties	Observation	\$1,000 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Armed Security Agent Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: PARAGRAPH 12.0 – <i>UNSCHEDULED WORK</i>	Contractor shall provide armed security agent services for special events and emergencies as requested by Director	Observation	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 13.1 – <i>LOGS AND REPORTS</i>	Security agents shall electronically sign in and out at the beginning and end of each shift	Review of Records	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 13.3 – <i>LOGS AND REPORTS</i>	Contractor shall maintain a daily patrol log to be completed by the end of each shift	Review of Records	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 13.4 – <i>LOGS AND REPORTS</i>	Contractor shall prepare written incident reports as necessary by the end of the shift in which an incident is first observed	Review of Records	\$1,000 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 13.7 – <i>LOGS AND REPORTS</i>	Contractor shall maintain a log of all complaints received with a copy of the complaint and resolution forwarded to the CA within five (5) working days of receipt of the complaint	Review of Records	\$1,000 per occurrence
STATEMENT OF WORK: PARAGRAPH 13.8 – <i>LOGS AND REPORTS</i>	Contractor shall submit to the CA by the fifth day of each month a monthly incident summary	Review of Records	\$1,000 per occurrence

APPENDIX B REQUIRED FORMS

FORMS P-1 thru P-9

BEVERLY HILLS UNIFIED SCHOOL DISTRICT ARMED SECURITY AGENT SERVICES

APPENDIX B REQUIRED FORMS

Form

P-1: Proposer's Staffing and Work Plan

P-2: Proposer's Qualifications (Business and Financial Summary)

P-3: Quality Control Plan

P-4: Proposer's EEO Certification

P-5: Certification of No Conflict of Interest

P-6: Request for Preference Program Consideration

P-7: Contractor's Administration

P-8: Zero Tolerance Human Trafficking Policy Certification

P-9: Contractor's Certificate Regarding Drug Free Work Place

P-10 Contractor Rate Sheet

STAFFING AND WORK PLAN

1a. STAFFING PLAN: Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work.

Attach each person's resume.

Position	Name	Experience	Responsibility
Contractor's Representative			
Supervisor			
Security agent			
Security agent			
Security agent			

1b. PRINCIPAL OWNER(S) OF BIDDER'S ORGANIZATION _____

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

1d. ADDITIONAL EMPLOYEES: Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

TITLE	NUMBER	RESPONSIBILITIES

Attach additional pages if necessary

2. JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (Form P-5) includes any part-time employees, attach a detailed justification why it was necessary to do so. Failure to use full-time workers will result in disqualification.

3. ADDITIONAL STAFFING INFORMATION (Attach additional pages if necessary):

4. APPROACH TO CONTRACT REQUIREMENTS:

Please provide a narrative describing your approach to the duties and tasks as outlined in Appendix B, Statement of Work, including, but not limited to:

- How the experience of Proposer's staff is specifically related to the services in Appendix A, Statement of Work, specifically:
 - experience of Proposer's Contract Representative, including their level of experience managing staff and providing armed security services as defined in Section 3.0, RFP and Section 5.3, Appendix A, Statement of Work.
 - experience of Proposer's supervisor(s), including their professional training and specific experience related to supervising agents.
- ☐ How Proposer will implement its operational plan and ensure the following is provided:
 - scheduling of staff;
 - how staff will communicate with supervisors while working;
 - how supervisors will ensure s are at their assigned posts;
 - how posts will be covered during breaks;
 - proposer's efforts to provide an electronic monitoring system to monitor s while on patrol;
 - how security agent absences will be handled;
 - how replacement s are assigned when needed; and
 - how contractor will respond to request for additional staffing outside of the required staffing.
- ☐ How Proposer will ensure the responsibility of its personnel is in accordance with Section 5.8, Appendix A, Statement of Work;
- ☐ How Proposer will ensure its security agents maintain the required licensing and certifications;

- ❑ How the Proposer will ensure security agents complete scope of work and tasks as outlined in Section 10.0, Appendix A, Statement of Work;
- ❑ How will Proposer communicate with employees and schedule to cover urgent requests for unscheduled work, emergencies or special events? What will the average response time to emergency calls be?
- Describe Proposer's experience and ability to provide the following required equipment:
 - electronic monitoring system;
 - uniforms;
 - protective equipment;
 - identification;
 - patrol vehicles;
 - two-way communication devices.

5. PROPOSER'S EMPLOYEE TRAINING PROGRAM

Describe the Proposer's employee training program in accordance with the requirements of Section 11.0, Appendix A, Statement of Work, including:

- orientation;
- protective equipment training;
- specific safety training; and
- continuing training for employees.

6. ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION (Attach additional pages if necessary):

Proposer's Qualifications (BUSINESS AND FINANCIAL SUMMARY)

1. BACKGROUND/EXPERIENCE. Provide a summary description of your relevant background information demonstrating the Proposer's ability to meet the requirements stated in the RFP, 3.0 Minimum Mandatory Requirements.

2 EXPERIENCE. Provide your experience in Armed Security Agent Services. List all experience your firm has had in the past five years providing the requested services. At least five years' experience must be demonstrated. **No more than five references should be submitted.**

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Contact's Ph. No.

Attach additional pages if necessary

3. Location of office of operation _____

4. How many full-time employees does your firm employ? _____

5. Licenses: Please list and attach a copy of Proposer's Private Patrol Operator License:

Licensee Name

License Number

License Status

Exp. Date

6. Attach an organizational chart or describe the organization of your firm:

7. Evidence of Insurability. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 8.25 of the Sample Contract.

8. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: _____

Date: _____

Title: _____

EMPLOYEE BENEFITS

Form P-2 Page 3 of 3

Medical Insurance/Health Plan:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Annual Deductible
Employee \$ _____ Family \$ _____

Coverage (✓)

_____ Hospital Care (In Patient _____ Out Patient _____)
_____ X-Ray and Laboratory
_____ Surgery
_____ Office Visits
_____ Pharmacy
_____ Maternity
_____ Mental Health/Chemical Dependency, In Patient
_____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days _____ and any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

QUALITY CONTROL PLAN

Proposer shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan shall include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the Contract work requirements.
 - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
 - A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
 - The methods for identifying and preventing unsatisfactory performance of the Contract work.
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
3. Describe the steps taken to correct deficiencies reported by the District.
4. Describe your response time to complaints received from the District.
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
6. Provide samples of forms to be used in monitoring.
7. If available, please attach your firm's written quality control plan.

PROPOSER'S EEO CERTIFICATION

Company Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION**YES****NO**

- | | | |
|--|-------|-------|
| 1. Proposer has a written policy statement prohibiting discrimination in all phases of employment. | () | () |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | () | () |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | () | () |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables. | () | () |

Signature_____
Date_____
Name and Title of Signer (Please Print)

CERTIFICATION OF NO CONFLICT OF INTEREST

Conflicts of interest arise whenever the personal or professional interest of a consultant is potentially at odds with the best interests of an organization. A conflict of interest or appearance of a conflict can arise whenever a transaction of the Beverly Hills Unified School District conflicts with the personal or financial interests of one of its consultants, or that person's immediate family member or employer.

Conflict of interest is also defined as an actual or perceived interest by a consultant in an action that results in personal, business or professional gain. Consultants and public officials of the District are obligated to always act in the best interest of the District, seeking only the furtherance of the District's mission. Consultants for the District are prohibited from using their job title or position for private profit or benefit.

In doing business with the District, I agree to follow the District's Conflict of Interest Bylaw. By initialing each point below, I affirm:

___To my knowledge, no member of my family, my partner, or any organization or person in which I have an affiliation is employed or being educated by the District or has any financial interest in the District.

___I agree to disclose any possible conflict of interest immediately should the situation arise during the course of my service as a consultant for the District.

___I have no conflict of interest to report.

I hereby disclose the following conflict(s) of interest:

By my signature below, I certify that the information set forth above is true and complete to the best of my knowledge. I have received a copy of Beverly Hills Unified School District's Conflict of Interest Bylaw, have read and understand the Bylaw and I agree to comply with it. I agree to disclose any conflict that should arise, as well as to disclose any situation that evolves that could result in a conflict of interest.

Signature

Date _____

Printed Name

REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for the following preference program.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED. Certified as a SE business by the DCBA.

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
- ☐ Certified as a DVBE by the DCBA.

IN NO INSTANCE SHALL THE ABOVE LISTED PREFERENCE PROGRAM PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

- ☐ **DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a District contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the District.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

**CONTRACTOR'S CERTIFICATION
REGARDING DRUG FREE WORKPLACE**

I, _____ the _____ of _____,
(Name) (Title) (Contractor Name)

Declare, state, and certify that:

I am aware of the provisions and requirements of California Government Code sec 8350 et seq, the Drug Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying actions, which will be taken against employees for violation of the prohibition;
- b. Establishing a drug free awareness program to inform employees about all of the following: dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug free workplace; the availability of drug counseling; rehabilitation; and employee assistance programs; penalties that may be imposed on 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) above and that as a condition of employment by Contractor in connection with the work of the Contract, the employee agrees to abide by the terms of the statement.

Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government code sec 8355 by publishing a statement notifying employees concerning a) the prohibition of any controlled substance in the workplace, b) establishing a drug-free awareness program, and c) requiring that each employee engaged in the performance of the work of the Contract be given a copy of the statement required by California Gov. code 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

I also understand that if the Beverly Hills Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-

Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. Seq.

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

Executed at _____ this _____ day of _____, 20__

Signature

Typed or printed Name

Contractor

Address

City, State, Zip Code



NASTE

STANDARD STAFFING HOURS											
*BASED ON 183 DAYS	Area 1 - Beverly Hills High School	Area 2 - Beverly Vista School	Area 3 - El Rodeo School	Area 4 - Hawthorn e School	Area 5 - Horace Mann School	Area 6 - District Admin Bldg.	ANNUAL TOTAL	HOURLY WAGE	CONTRACTO R'S ANNUAL COST	PROPOSED PRICE PER HOUR	ANNUAL DISTRICT COST
AGENTS HOURS	18	18	18	18	18	18	19764.00	\$30.00	\$592,920.00	\$49.44	\$977,132.16
SUPERVISOR HOURS							2080	\$39.00	\$81,120.00		
CONTRACTOR							860	\$50.00	\$43,000.00		
EMPLOYEE BENEFITS									\$87,446.21		
SUPPLIES									\$29,049.83		
OTHER EXPENSES &									\$45,882.90		
PROFIT									\$97,713.22		
TOTAL (ANNUAL COST									\$977,132.16		\$977,132.16

EXHIBITS

Exhibit A: Service Area Maps

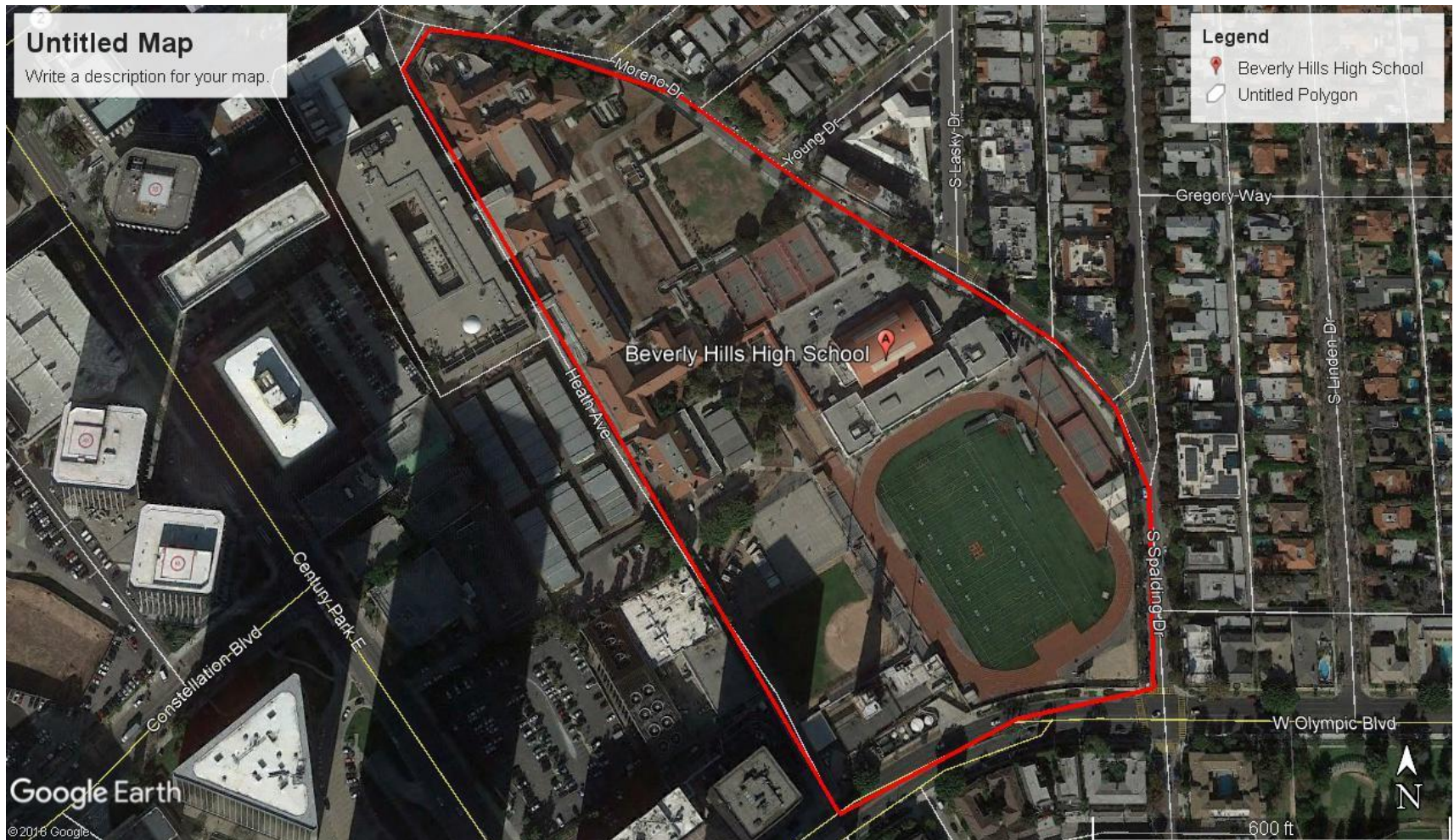
Exhibit B: Daily Patrol Log

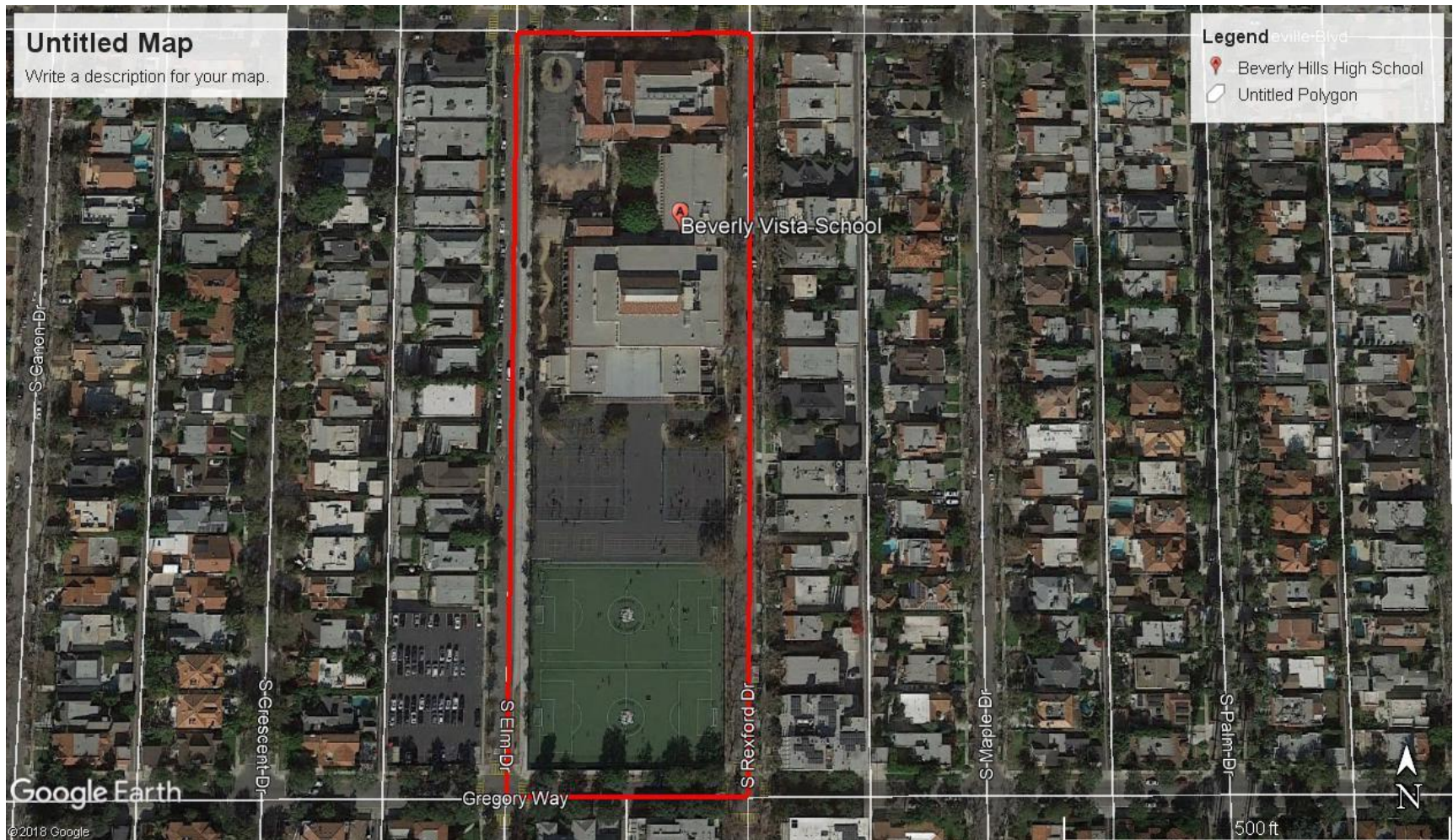
Exhibit C: Essential Functions

Exhibit D: Qualifications of Personnel – Physical Demands

Exhibit E: Conduct of Armed Security Agents

Exhibit F: School Security Officer Training







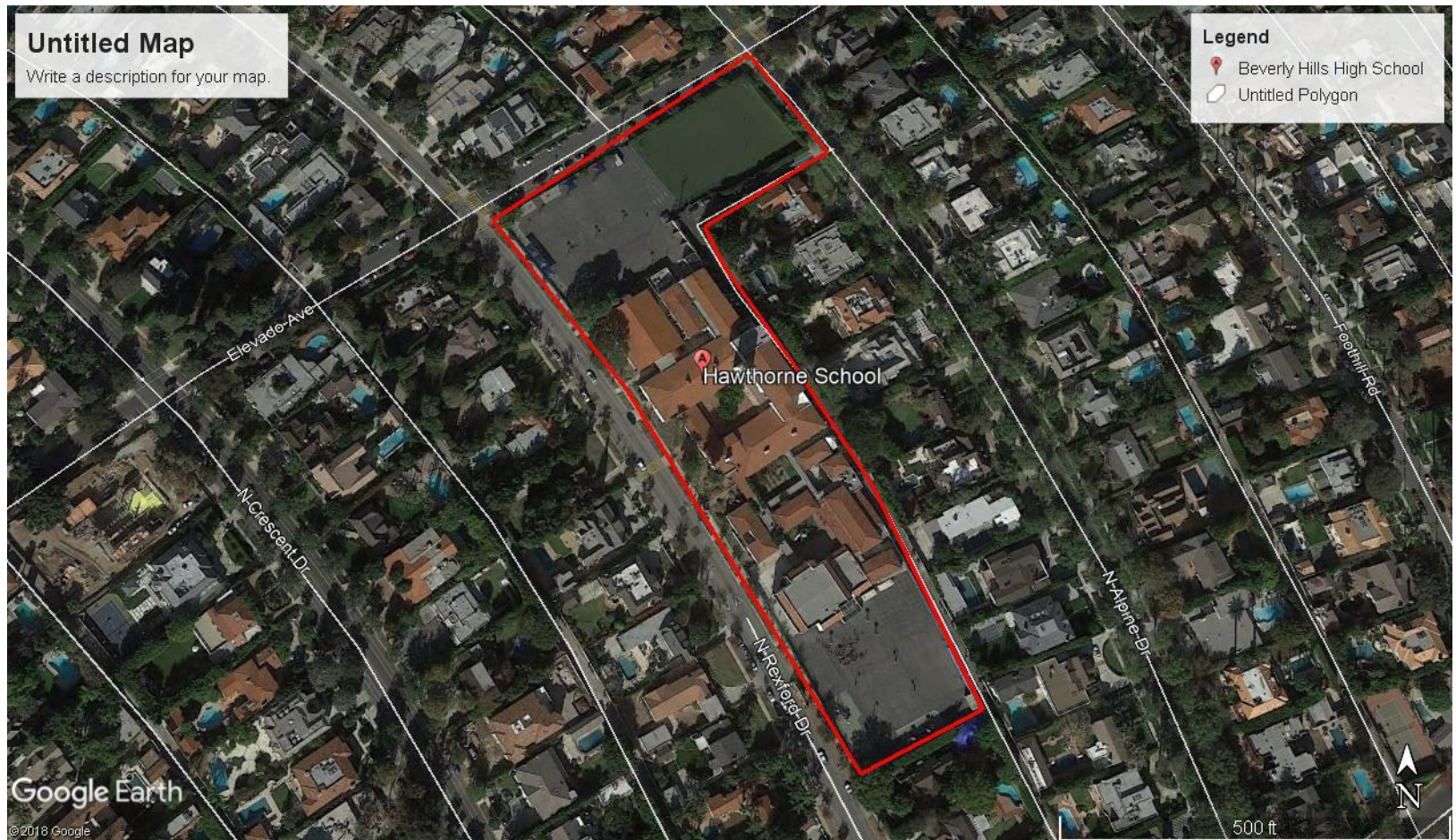
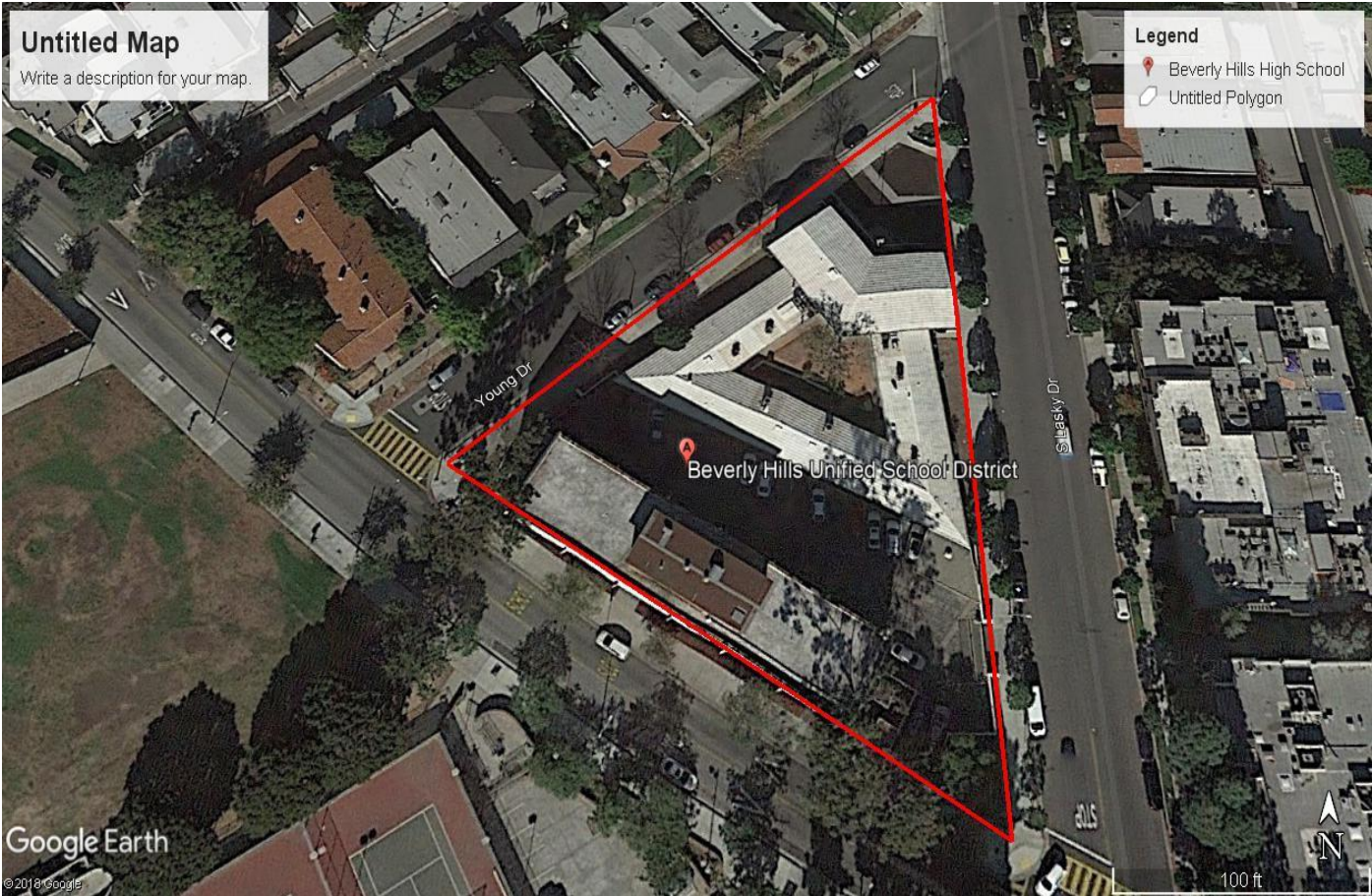




Exhibit A Service Area 6 -



DAILY PATROL LOG

Exhibit B

In addition to the Daily Patrol Log, Contractor shall submit all reports to the Contract Administrator (CA) as specified in the Logs and Reports, Section 13.0 of the Statement of Work, Appendix A.

CONTRACTOR'S SIGNATURE: Contractor to provide duplicate copies of the Daily Patrol Log, one of which must be an original signed copy. The Contractor/Security Agent serving each Area must complete and sign the Daily Patrol Log.

☐ Area Patrolled (circle one):

Areas 1 / Area 2 / Area 3 / Area 4 / Area 5

☐ Patrolling Officer: _____ Post Officer: _____

☐ All tasks as specified within the Statement of Work, 10.0 completed (circle one): **Yes / No**

☐ Justification for Items not performed/completed on schedule: _____

☐ Incidents to report: _____

Contractor/Contractor Representative

Signature

Date

Exhibit C

Essential Functions

Essential job functions for personnel providing armed security agent services to the District under this Contract include:

Frequent and prolonged walking, standing sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather for up to 4 hours without shelter. Many posts have no chairs/seating available; thus, the individual must be able to stand for up to 4 consecutive hours.

Frequent contact with students, faculty, law enforcement, and the general public, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).

Ability to remain on post up to 4 consecutive hours without eating, drinking, or relieving bladder/bowels.

Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.

Ability to use post security equipment (magnetometers, X-rays CCTV); ability to use handcuffs, baton, chemical spray, Taser or similar devices, and fireman at any time while on duty.

Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.

Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR/AED while waiting for arrival of emergency services personnel), and

Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evaluations, giving pursuit, etc.).

Exhibit D

Qualifications of Personnel – Physical Demands

1. Subduing violent or potentially violent individuals.
2. Work greater than 10-hour day and have the ability to work additional hours due to unexpected activity.
3. Work under occasional tension or pressure.
4. Work alone while armed.
5. Frequent and prolonged walking, standing, sitting, and stooping.
6. Use of handcuffs and nonlethal weapons.
7. Use of handgun, make shoot/no-shoot decisions with handgun, fire handgun.
8. Occasional running or sprinting.
9. Respond to life threatening or emergency situation.
10. Climb while in pursuit or in an emergency situation (stairs).
11. Pull oneself over an obstacle.
12. Lift/carry/drag/pull/push heavy objects.
13. Physically subdue or engage in confrontation.
14. Physically control crowds or by-standers.
15. Pursue suspects on foot and subdue combative person after running in pursuit.

Exhibit E

Conduct of Armed Security Agents

CONTRACTOR is also responsible for ensuring all personnel conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing services pursuant to this Contract:

1. Disturbing papers on desks, opening desk drawers or cabinets, or using District equipment (i.e. computers, telephones, etc.) except as authorized by this Contract and post orders.
2. Using electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc., or using or possessing personal reading material (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.) while on duty, except as required by CONTRACTOR policy or post orders, or when expressly permitted.
3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
4. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
5. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the District.
6. Theft, vandalism, immoral conduct, or any criminal actions.
7. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
8. Improper use of official authority or credentials.
9. Unauthorized use of communications equipment or District property.
10. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
11. Failure to cooperate with District officials or law enforcement authorities during an investigation.
12. Failing to demonstrate courtesy and good manners toward students, faculty and staff, and the general public. Not displaying respectful and helpful attitude in all endeavors.
13. Unauthorized use of District property, inclusive of communication equipment, phone or radios, or vehicles.
14. Conducting personal affairs while on duty, except while on an authorized break or meal period.
15. Entertaining or socializing with students, faculty or staff, co-workers (except while on authorized breaks) visitors, friends and family members, or members of the public.

16. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on District property, or granting special favors to any person including students, faculty and staff, family members or friends.
17. Disclosing any official information or making any news or press releases.
18. Engaging in audacious or demeaning discussions concerning District internal matters, policies, grievances, legal issues, or personalities; or financial, political, personal, or family matters with students, faculty and staff, family members, any known associate of the foregoing, or the public.
19. Disclosure of any information, except to the District designated representative or CONTRACTOR, involving security assignment(s), equipment, practices, procedures, operations, or other security related issue. (Disclosure to any person shall require the expressed approval of the District designated representative.)
20. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of campus security, or any other act that constitutes neglect of duties. Violating security procedures or regulations.
21. Post abandonment or desertion; not remaining on duty until properly relieved.
22. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while on duty. Violating or permitting others to violate campus parking procedures and regulations.
23. Gambling or unlawfully wagering or promoting gambling.
24. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members.)
25. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
26. Displaying unethical or improper use of uniform, uniform badge and/or other identification for other than official business while on or off duty.
27. Knowingly giving false or misleading statements or concealing material facts in connection with reports, records, investigations, or other proceedings.
28. Knowingly making false statement(s) about students, faculty or staff, other CONTRACTOR employees/officials, or the general public.
29. Involvement in any form of discrimination, or sexual harassment against another person.
30. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
31. Eating, smoking, drinking, or taking breaks in any location except those designated as authorized break and/or smoking areas as determined by the designated District representative.
32. Employment in any other position that would constitute a real or apparent conflict of interest.

33. Misuse of weapons or the carrying of any non-authorized weapons, as defined by federal, state, or local law in the jurisdiction where the violation occurs.

BSIS School Security Officer Training

CONTRACTOR personnel regularly assigned to provide armed security agent services to the District under this Contract, shall complete the BSIS eight-hour "School Security Agent Training" course prior to assignment and will be provided the necessary corresponding training. CONTRACTOR employees and/or consultants who are deployed to District locations for temporary, emergency, or surge coverage are exempt.

A. BSIS School Security Training Course

1. Incident De-escalation Training

CONTRACTOR personnel regularly assigned to provide armed security agent services to the District under this Contract, shall successfully complete the 16 hour "Verbal Judo" or similar tactical communication training within 60 days of assignment. Training may be delivered by a facilitated classroom DVD presentation, online, or live instructor.

2. Active Shooter Training

CONTRACTOR shall provide personnel providing services to the District under this contract ongoing training addressing active shooter scenarios in schools and other public locations. CONTRACTOR personnel will receive 8 hours of training before assignment. CONTRACTOR personnel providing services to the District under this Contract will receive 16 annual hours (targeted at 4 hours per quarter) of continuing training.

3. First Aid/CPR/AED Training

CONTRACTOR personnel regularly assigned to provide armed security agent services to the District under this Contract, must be certified in First Aid, Tourniquet use/placement, CPR and AED. First Aid training will be to the American Red Cross standard, and recertification period. Each CPR course MUST provide practical training (e.g. mannequins) on resuscitation techniques to the American Red Cross or American Heart Association standard, and recertification period. First Aid, CPR and AED training must be completed prior to assignment to this Contract. Locations of AED devices installed at the District site will be provided by the District to CONTRACTOR personnel.

B. Additional Training

1. Nonlethal Weapon Training

In order to carry and possess a baton and/or non-lethal chemical agent, CONTRACTOR personnel providing armed security agent services to the District must possess a valid BSIS permit to carry a baton, and nonlethal chemical agent (pepper spray, OC spray, mace, etc.). Moreover, if such personnel was to carry or possess a Taser or stun gun, such personnel must be trained and certified to do so. If at any time BSIS mandates training and/or a permit to carry a Taser or stun gun, CONTRACTOR will verify that personnel providing armed security agent services to the District obtain the necessary permits.

2. Firearms Training & Qualifications

CONTRACTOR personnel providing armed security agent services to District must

possess a BSIS exposed firearm permit, which includes successfully completing a semi-annual firearms proficiency qualification course. CONTRACTOR shall verify that all CONTRACTOR employees and/or consultants complete mandated quarterly firearms qualification and certification and maintain their BSIS exposed firearm permit. A minimum of 1,000 rounds per person will be fired during firearms training throughout the year, with documentation showing qualification standards and training provided upon request.