



**RFP # 22/23-001**  
**AFTER HOURS SECURITY SERVICES - ALL SITES**

**PROPOSAL DEADLINE DATE:**  
**August 19, 2022**

SUBMIT PROPOSALS TO:  
Victor Elementary School District  
Attn: Purchasing Department  
12219 Second Ave  
Victorville, CA 92395  
760-245-1691

**REQUIRED DOCUMENTS**  
**AFTER HOURS SECURITY**  
**SERVICES – ALL SITES**

**RFP #22/23-001 -**

**COVER SHEET/CHECKLIST**

- COVER SHEET/ CHECKLIST**
- LETTER OF TRANSMITTAL**
- REQUEST FOR PROPOSAL BID FORM**
- FEE PROPOSAL SIGNATURE FORM**
- FIRM QUALIFICATION QUESTIONNAIRE**
- DRUG –FREE WORKPLACE CERTIFICATION**
- ALCOHOL AND TOBACCO-FREE SCHOOL POLICY**
- NON-COLLUSION DECLARATION**
- CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**
- CONTRACTORS CERTIFICATION REGARDING WORKERS’  
COMPENSATION**
- ISSUED ADDENDUM (S) (IF APPLICABLE)**

## Event Timeline

<b>Date</b>	<b>Event</b>
August 1, 2022	District Issues RFP
August 11, 2022 @ 4:00 pm	Deadline to submit written questions to district
August 16, 2022 @ 4:00 pm	Deadline for district to post answers to questions and any addendum
August 19, 2022	Deadline to submit proposal
August 24, 2022	Interviews with Respondents (If Necessary)
August 29, 2022	Notification to vendor of board recommendation
September 7, 2022	Board Award and approval of contract

# INSTRUCTIONS TO PROPOSERS

**\*\*\*READ THIS DOCUMENT CAREFULLY\*\*\***

## **1. DEFINITIONS:**

- a. As used herein, "Bid" "RFP" means this Request for Proposal, RFP # 22/23-001.
- b. As used herein, "District" means the Victor Elementary School District.
- c. As used herein, "Proposer" "Vendor" "Firm" "Bidder" "Offeror" "Provider" and "Contractor" means the Firm submitting a proposal pursuant to this RFP.
- d. As used herein, "Offer" means the Proposal.
- e. As used herein, "Contract" means an associated agreement with the DISTRICT.

## **2. INSTRUCTIONS TO BIDDERS**

- a. Sealed proposals will be received at Victor Elementary School District, 12219 Second Avenue, Victorville, CA 92395 and shall contain **One (1) original copy and one (1) DIGITAL copy on a FLASH DRIVE** in one package. The package must clearly be labeled "RFP # 22/23-001 AFTER HOURS SECURITY" and include the legal name, address, Vendor's contact person, and a telephone number on the outside of the package. Proposals received by email shall be emailed to [apele@vesd.net](mailto:apele@vesd.net) and the subject line of the email shall state "RFP # 22/23- 001 AFTER HOURS SECURITY - ALL SITES". **ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 2:00p.m. Friday, August 19, 2022.** Proposals shall be delivered to the attention of Ashley Pele, Purchasing Manager, Victor Elementary School District, 12219 Second Avenue, Victorville, CA 92395. It is the sole responsibility of the Vendor submitting the Proposal to ensure that it is received by the District prior to the deadline time and due time and at the proper location. Unless this RFP is extended by a written addendum, Proposals received after 2:00 p.m. on the due date, will not be considered and will be returned unopened. Only proposals submitted on District RFP forms will be accepted.
- b. **Fee/price proposal shall be in a separate sealed envelope and clearly marked "Price Proposal".**
- c. The proposal must be signed in the name of the Vendor and must bear the signature in longhand and in blue or black ink of the person or persons duly authorized to sign the proposal. If the Proposer is a corporation, the signature shall include the printed name and title of the signatory, who has the authority to sign the proposal on behalf of the corporation, below the

signature.

- d. Proposals shall be completed in full as required by the instructions herein. **A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind.** A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the proposal.

2.

- a. The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signature in the margin immediately opposite the correction by the authorized person signing the proposal. A Proposer will be bound by the terms and conditions of the proposal, notwithstanding the fact that errors may be or are contained therein. However, if potential material errors are discovered in a proposal, the District will make a reasonable effort to notify the Proposer that the proposal, as submitted, appears to contain errors and provide the Proposer with the opportunity to correct or clarify such potential errors. In the event the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as being nonresponsive.
- b. A response to any specific item of this RFP with terms such as "negotiable", "will negotiate", or similar may be considered nonresponsive.
- c. The District may request a meeting with the Proposers' representative to request answers and clarifications or it may request that the proposer answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any agreement award.
- d. The District may reject any or all proposals, and may waive informalities and minor irregularities in proposals received.
- e. All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of the Public Record and may be disclosed in accordance with applicable law, including the California Public Records Act. Proposer shall have the obligation of marking any information as confidential or proprietary.
- f. Responses to inquiries regarding the status of the RFP must not be made prior to the posting of award recommendation. After the proposal opening and during the evaluation period, the District will not release any information on the received proposals.
- g. In the event that there are two or more identical lowest or highest bids, as the case may be, submitted to the District, a decision will be made in accordance with Public Contract Code 20117.

## 2. **PREPARATION AND SUBMISSION:**

- a. Before submitting a proposal, each Proposer is expected to thoroughly

examine all documents included in this RFP, including subsequent addendums to the RFP. Proposer should become familiar with any local conditions that may, in any manner, affect the services required. In order to maintain comparability and enhance the review process, it is requested that Proposals be organized in the manner specified below. Include all information in your Proposal.

I. **Cover Sheet/ Checklist:** Review, check the boxes, and submit with the Proposal to ensure all required documents are submitted.

Ii. **Letter of Transmittal:** Indicate the RFP number for which the response is being provided; the name of the service provider; local address; the name of your firm's contact person for the purposes of this RFP, who will be authorized to make representation on the part of your firm; their title(s), address, telephone number and fax number of said person; your firm's Private Patrol Operator's License Number (PPO). Summarize your understanding of the services to be provided. Failure to supply these documents may be considered grounds for disqualification.

iii. **Request for Proposal Bid Form:** Review, complete and submit form as part of the Proposal documents.

iv. **Fee Proposal Signature Form:** Include proposed costs for each item listed.

v. **Firm Qualification Questionnaire:** Fill out and include with your proposal the Firm Qualification Questionnaire form on pages 16-19.

vi. **Alcohol and Tobacco Use Policy:** Proposers shall execute and include this form in their proposal.

Vii. **Drug-Free Workplace Certification:** Proposers shall execute and include this form in their proposal.

Viii **Non-Collusion Declaration:** Proposers shall execute and include this form in their proposal.

ix. **Worker's Compensation Certification:** Proposers shall execute and include this form in their proposal.

x. **Certification Regarding Debarment:** Proposers shall execute and include this form in their proposal.

xi. **Signed Addendum(s):** If it becomes necessary to revise any part of this RFP, is it the sole responsibility of the Proposer to include the written addendum, or addendums, in their proposal. The addendum(s) must be signed and included in your proposal for your proposal to be deemed as complete.

### **3. EXPLANATION TO PROPOSERS:**

- a. If a proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests **must be submitted via email to**

**Ashley Pele**, Purchasing Manager at [apele@vesd.net](mailto:apele@vesd.net) no later than 2:00p.m. on **Monday August 15, 2022**. Questions received in writing by the date and time specified will be answered in writing. Ashley Pele, Purchasing Manager, is authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Ashley Pele, nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

- b. If a proposer discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the RFP, then the proposer shall immediately notify the District in writing. Submittal of a proposal without request for clarification shall be incontrovertible evidence that the vendor has determined that the specifications are sufficient for responding to the RFP and completing the job; and that the Proposer is capable of following and completing the job in accordance with the project specifications.

#### **4. ADDENDUMS:**

- a. Proposers are advised that the District reserves the right to amend this RFP at any time. Addendums will be done formally by providing written addenda advised that the DISTRICT reserves the right to amend this Bid at any time. Amendments will be done formally by providing written amendments to all potential Proposers known by the Purchasing Department to have received a copy of the RFP. If, in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Proposers to prepare proposals, the District will change the due date deadline and notify all known Proposers in writing of the revised deadline due date. Any addendum(s) to this RFP will be posted on the District website at [www.vesd.net](http://www.vesd.net), it is the sole responsibility of the proposer to check the District website for addendum postings.

Proposers must acknowledge receipt of any and all RFP addendums. This shall be done by the following means:

- 1) By signing and returning a copy of the issued addenda with the proposal documents. And/Or;
- 2) 2) By initialing, the appropriate "**Acknowledgement of Addendums**" block in the "**Request for Proposal BID FORM**" section of this RFP.
  1. The acknowledgement of receipt of an addendum must be received by the Purchasing Department prior to the hour, and date specified for receipt of proposals. Failure to acknowledge receipt of addendums may result in rejection of the proposal.
  2. Copies of any addendums will be made available for inspection at the District's Purchasing Department where RFP documents will be kept on file.
  3. No addenda will be issued later than three (3) calendars

days prior to the date for receipt of proposals except addenda withdrawing the Request For Proposals or one, which includes postponement of the date for receipt of proposals.

4. No verbal or written information, which is obtained other than by information in this document or by an addendum to this RFP, will be binding on the District.

## **5. SUBMITTING PROPOSALS:**

Telegraphic or facsimile proposals and modifications will **NOT** be considered. No Proposer may submit more than one proposal. By submitting a proposal, the prospective Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of providing the equipment and services necessary to achieve the District's goals and objectives for the project.

### **A. MODIFICATION OR WITHDRAWAL OF PROPOSAL:**

Any proposal may be withdrawn, solely by written request, at any time prior to the scheduled closing time for receipt of proposals. All requests for the withdrawal of a proposal must be accompanied by proof acceptable to the District, which authorizes the individual requesting the proposal withdrawal to act on behalf of the Proposer. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the scheduled deadline for submission of proposals.

Changes or additions to the proposal request, alternative proposals or any other modifications of the information requested by this RFP, which is not specifically called for in the RFP, may result in the District's rejection of the proposal.

### **B. LATE PROPOSALS**

No late proposal or proposal modifications received after the due date and time deadline will be considered.

## **6. RFP AWARD**

- A. It is anticipated that a contract will be made with the Proposer(s) whose proposal is determined to be in the overall best interest of the District. The District reserves the right to award to one, or to multiple vendors, and may award any, all, or none of this RFP. If there is a discrepancy between the hourly rate and the extended rate, the hourly rate shall prevail.
- B. The District reserves the right, before awarding the contract, to require Proposer(s) to submit or provide evidence of qualifications or any other information the District may deem necessary.
- C. The District reserves the right, prior to award, to cancel the RFP or portions thereof, without penalty.
- D. The District reserves the right to: (1) accept the proposal of any or all items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any



and/or all items proposed.

E. The District will award the RFP to the most responsive and responsible bidder(s) whose proposal is the most advantageous to the District. In determining the most advantageous proposal, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the services. By submitting a proposal, each proposer agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the Proposers' experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the Proposer's performance of the services.

F. The District may opt to establish alternative selection criteria to protect its best interest or meet performance or operational standards. Operating cost, maintenance considerations, performance data and guarantees of material and equipment may also be considered by the District. In this regard, the District may conduct such investigations, as the District deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposer to perform the services to the District's satisfaction within the prescribed time.

G. Written notice of award to a Proposer in the form of a Purchase Order or other document, mailed or delivered to the address shown on the proposal will be considered sufficient notice of acceptance of proposal.

**4. PAYMENT TERMS AND INVOICING:**

- A. Unless otherwise agreed, the District will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the Purchase Order.

**5. DEFAULT:**

- A. In case of default by the Bidder, the District may procure the material or services from other sources and may deduct the excess costs from any unpaid balance due the Bidder, and the prices so paid shall be considered the prevailing market price at the time such purchase is made. Cancellation of contract of awardee may result in the removal from the District's Bidders list for a period of three (3) years.

**6. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

- a. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without the written consent of the District.
- b. The Bidder herein shall not assign payments under this contract or agreement without prior written consent of the District.

- c. All security personnel officers must be employees of the Bidder.

**7. LOBBYING:**

- a. OFFERORS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE DISTRICT OFFICE. ALL ORAL OR WRITTEN INQUIRES MUST BE DIRECTED THROUGH THE VICTOR ELEMENTARY SCHOOL DISTRICT'S PURCHASING DEPARTMENT.

- i. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of board member(s) or District personnel after the release of the RFP and prior to the Board's vote on the award of this contract.

- ii. Any Proposer who is adversely affected by the recommendation award may file a protest within the time prescribed per the District's protest policy. Failure to adhere to the rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any proposer who is adversely affected by the recommendation award may address the School Board at a regularly scheduled board meeting.

- iii. Any Proposer or any individual that lobbies on behalf of a Proposer prior to the Board's vote on the ward of this contract will result in the rejection and/or disqualification of said proposal.

**8. NON-APPROPRIATED FUNDS:**

- a. The Proposer hereby agrees and acknowledges that monies utilized by the District to fulfill RFP requirements is public money appropriated by the State of California is or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time due to non- availability or non-appropriation of sufficient funds.

**9. MINIMUM/MAXIMUM QUANTITIES:**

- a. The District anticipates requirements for additional standing guard (unexpected) at an hourly rate as listed on the Fee Proposal Signature Form. The District, however, does not guarantee any additional hourly work, nor shall the District be required to limit its requests. Bidder(s) shall not specify minimum or maximum quantities or charges for the additional standing guard (unexpected) at the hourly rate.

**10. PRICING:**

- a. Hourly rates submitted will be used in the proposal evaluation and contract administration. All prices must be valid for a minimum of one (1) year after award of bid.

**11. SALES TAX:**

- a. Do not include California Sales or Use Taxes in unit or extended prices. This tax will be added and/or paid for by the District. Do not

include or add Federal Excise Tax as the District is exempt.

**12. References:**

- a. Bidders shall list a minimum of three (3) references where the bidder has successfully provided the similar type(s) of services to another public entity, district or firm at the similar size and scope as Victor Elementary School District, that has been or is currently being serviced by your company. All references shall include full district/firm name, address, phone number, management contact, and description of work completed.

**GENERAL TERMS AND CONDITIONS**

- a. The term of any resulting contract shall be effective beginning on a date to be determined upon award by the Board through June 30, 2023 and may, at the sole discretion of the District, be renewable for four (4) additional one (1) year periods, for a period not to exceed five (5) years; in accordance with provisions contained in Education Code Section 17596. The District, through the Purchasing Department, will, if considering renewing, send a letter of intent to renew to the awardee(s) prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee(s) will be notified when the recommendation has been acted upon and approved by the Board of Trustees of Victor Elementary School District
- b. Any resulting contract may be canceled by the District at any time with a thirty (30) day written notice.
- c. The District makes no representations that an agreement will be awarded to any prospective vendor responding to this Request For Proposal.

**1. CANCELLATION OF AWARD/TERMINATION:**

- a. In the event any of the provisions of this RFP are violated by the Proposer, the District will give written notice to the Bidder stating the deficiencies and unless these deficiencies are corrected within ten (10) days, recommendation will be made by the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by the law.
- b. The District reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay for service or goods provided or furnished to the District prior to the effective date termination.
- c. The Proposer will have the option to terminate the contract upon written notice to the Purchasing Manager. Such notice

must be received at least ninety (90) days prior to the date of termination.

**2. LEGAL REQUIREMENTS:**

- a. It shall be the responsibility of the Proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the services covered herein which may apply. Lack of knowledge by the Proposer(s) will in no way be a cause for relief from responsibility.
- b. Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment practices, rates of pay or other compensation methods, and training selection.

**3. GOVERNMENT STANDARDS:**

- a. All materials, equipment, and supplies provided to the District must fully comply with all safety requirements and all applicable OSHA Standards. Proposer(s) shall comply with all local, state and federal regulations, directives and law.

**4. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

- a. To the fullest extent permitted by law, the awarded Proposer(s) shall agree to, in addition to any other obligations, indemnify, defend and hold harmless the District, its elected officials, officers, agents, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:
  - b. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Proposer(s), subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them any of them may be liable in the performance of work; or
  - c. Violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by Proposer(s) in the performance of work; or
  - d. Liens, claims, or actions made by the Proposer(s) of any subcontractor or other parties performing work.
- e. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Proposer(s) of any subcontractor under worker's compensation acts; disability benefit act, other employee benefit acts or any statutory bar.
- f. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Proposer(s).

**5. PUBLIC RECORDS LAW:**

- a. All RFP documents or other materials submitted by the Proposer(s) in response to this RFP will be open for inspection by any person and in accordance with California Statutes.

**6. COST INCURRED IN RESPONDING:**

- a. All costs incurred or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and borne by the Proposer(s). Proposer(s) shall not include any such costs as part of the price as proposed in response to this Bid.

**7. INDULGENCE:**

- a. Indulgence by the District on any non-compliance by the Proposer(s) does not constitute a waiver of any rights under this RFP.

**8. NO WAIVER:**

- a. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such term or option on any future occasion.

**9. ALCOHOL AND TOBACCO FREE POLICY:**

- a. The successful bidder shall agree to enforce an alcohol and tobacco-free worksite and shall submit the completed Alcohol and Tobacco Use Policy. This form is included in the RFP package.

**10. DRUG-FREE WORKPLACE CERTIFICATION:**

- a. Pursuant to Government Code Sections 8350, et seq., the successful Proposer(s) will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The Proposer(s) will be required to take positive measurements outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder. This form is included in the RFP package.

**11. NON-COLLUSION DECLARATION:**

- a. Pursuant to Public Contract Code 7106, Proposer(s) shall execute and include in their response a non-collusion declaration. This form is included in the RFP package.

**12. CERTIFICATION REGARDING DEBARMENT:**

- a. The successful Proposer(s) shall certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment; declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contract and subcontracts. Where the bidder or any lower tier

participant is unable to certify this statement, it shall attach an explanation to this proposal. This form is included in the RFP package.

**13. CONTRACTORS CERTIFICATION REGARDING WORKERS' COMPENSATION**

- a. Proposer(s) shall execute and include their proposal a Contractors certification regarding workers' compensation. This form is included in the RFP package.

**14. FILING PROTESTS:**

A Proposer may protest the bidding process for the project only by filing a written protest with the District's Purchasing Manager, Ashley Pele, in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than seventy-two (72) hours prior to the scheduled Board meeting; (b) clearly identify the proposer on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the proposer for purposes of the protest; (c) clearly identify the specific bidding process, RFP or award of the contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a Proposer does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Proposer files a valid protest, the District shall review the protest and all relevant information and documents and will provide a written decision to the protesting Proposer. In response to the protest, the Governing Board may decline to award a contract, may award a contract to a Proposer other than the previously intended, or may award a contract to a Proposer as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

**15. LOCAL AREA CONTACT PERSON:**

- a. Proposer(s) must agree to provide a trained, local area contact person to handle all details of this project. Said contact person will be responsible for services of this project throughout the initial purchase and on a continuing basis. This contact person shall be on-call twenty-four (24) hours per day and be able to be reached by District personnel. Said contact person shall not be the security guard personnel. This contact person should be a dispatcher working as a liaison between security guard personnel and District personnel. Proposer(s) must list name, address and telephone number of the contact person in their proposal.

**16. PERMITS AND LICENSES:**

- a. The Proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, regulations whether State or Federal and with all local codes and ordinances without additional cost to the District.

**17. FINGERPRINTING:**

- a. This contract is subject to the provisions of Education code Section 45125.1. Proposer's employees are required to submit fingerprints to the Department of Justice (at PROPOSER'S EXPENSE) where an employee may come into contact with students at any District site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5 (c) and 1192.7 (c), respectively. Proposer shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. The Proposer shall provide the District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. District may request the removal of an employee from a District site at any time. Failure to comply with this provision may result in termination of this Agreement.

- b. Service Providers must be willing to have employees fingerprinted.

**18. INSURANCE REQUIREMENTS:**

- a. The Proposer must provide the District, within ten (10) days from the written notice of award of the contract, the following written proof of current coverage by the Proposer's insurance. **THE DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONTRACT.**

Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the District's Purchasing Department and approved prior to start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

- b. **INSURANCE IS TO BE PLACE WITH INSURERS WITH A CURRENT A.M. BEST'S RATING OF NO LESS THAN A- VII, UNLESS OTHERWISE ACCEPTABLE BY DISTRICT AND ADMITTED TO DO BUSINESS IN THE STATE OF CALIFORNIA OR ACCEPTED BY THE SURPLUS LINES ASSOCIATION TO DO BUSINESS IN CALIFORNIA. A NON-ADMITTED COMPANY SHOULD HAVE AN A.M. BEST'S RATING OF A- X OR HIGHER. EXCEPTION MAY BE MADE FOR THE STATE COMPENSATION INSURANCE FUND WHEN NOT SPECIFICALLY RATED.**

- I. **Commercial General Liability:** Awarded Proposer(s) shall

procure and maintain, for the life of the contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract/agreement. It must be an occurrence form policy. The following coverages are required:

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal and advertising injury and property damage. Such policy shall include Broad Form Contractual Liability and coverage for assault and battery and false arrest.
2. Automobile Liability: \$1,000,000 combined Single Limit for owned, hired and non-owned auto.

**ii. Professional Liability:** The awarded Proposer(s) shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two (2) years after the completion. This insurance shall provide coverage against such liability resulting from this contract/agreement. The minimum limits of coverage shall be \$1,000,000 per occurrence with a deductible not to exceed \$5,000.00. The deductible shall be the responsibility of the insured. Professional Liability policies shall include an endorsement whereby the awarded Proposer holds harmless the District and each officer, agent and employee of the District against all claims, for personal injury or wrongful death or property damage arising out of the negligent performance or professional services or caused by an error, omission or negligent act of the awarded Proposer or anyone employed by the awarded Proposer. **This policy must be continued or tail coverage provided for two years after the date of completion of the contract/agreement.**

**iii. Worker's Compensation Insurance:** In accordance with the provisions of Section 3700 of the Labor Code, Proposer shall secure the payment of compensation to his employees. Contract shall sign and file with the District upon awarding the enclosed certificate prior to performing the work under this contract.

1. Statutory coverage in accordance with the laws of the State of California.
2. Employer's Liability, \$1,000,000 bodily injury each employee/each accident or disease. Policy limit \$1,000,000.

**20. CONVICTION FOR EMPLOYMENT OF UNDOCUMENTED IMMIGRANTS:**

- a. No state agency or department that is subject to Public Contract Code 10335.7 shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law respecting the employment of undocumented immigrants.

**21. CONTRACT ADMINISTRATOR:**

- a. The District shall designate a Contract Administrator. Designated



Contract Administrator will be the point of contact for the District and shall work with and monitor the performance of the proposer. Contract Administrators shall have approval rights on all operating procedures, policies and changes.

**22. CONDUCT:**

- a. Proper conduct is expected of Contractor's personnel when on District premises. This includes adhering to no- smoking ordinances, the drug-free workplace policy, not using alcoholic beverages, and treating District employees courteously.

**23. GOVERNING LAW:**

- a. The final contract between the Proposer and District shall be governed by California law.

# **REQUEST FOR PROPOSAL BID FORM**

RFP #22/23-001 After Hours Security Services – All  
Sites

**Name of Bidder:**

\_\_\_\_\_

**To: Victor Elementary School District, acting by and through  
the Governing Board, herein called the "DISTRICT".**

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Background/ Introduction, Calendar of Events, Instructions to Proposers, Request For Proposal Bid Form, Proposal Price Sheet, Non-collusion Declaration, all insurance requirements, General Terms and Conditions, Scope of Work, Certification regarding debarment, and all modifications, addenda and amendments, if any (hereinafter RFP Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the RFP Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

RFP No. 22/23-001 After Hours  
Security Services – All Sites

all in strict conformity with the RFP Documents, including Addenda Nos. and/or Amendment Nos., on file at the office of the Victor Elementary School District for the sums as set forth in this Request for Proposal Form.

2. It is understood that the DISTRICT reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any proposals or in the bidding process. Proposer agrees that this proposal shall remain open and not be withdrawn for the period specified in the Information for Proposers.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the proposer, the proposer will execute and deliver to the Victor Elementary School District the Agreement and will also furnish and deliver to the Victor Elementary School District certificates and endorsements of insurance, the Workers' Compensation Certificate, and any other required documentation, within ten (10) days of the notice of award of the contract.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the proposer stated below in Section 5.

5. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/Email

6. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the RFP documents and that such licenses and permits will be in force and effect throughout the Agreement.

7. In submitting this proposal, the bidder offers and agrees that if the proposal is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the proposal. Such assignment shall be made and become effective at the time the DISTRICT tender's final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

8. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

9. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of the bidder's ability to perform the work.

10. The required non-collusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically unresponsive.

11. The required Certification regarding debarment is attached and as required by Public Contract Code Section 6109. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically non-responsive.

Failure to complete the Request For Proposal Bid Form and Proposal Price Sheet in its entirety will render a bidder nonresponsive. If a vendor chooses to not bid on an item, the vendor must write "No Bid" in the unit price.

12. Hourly rates to be complete and not forgo any items that may cause the rate to increase after the bid is opened.

13. Please provide references of school districts and/or any public agencies that bidder has contracted with to provide security services on an attached form. This is to include the business name, contact person, and description of work performed.

**Acknowledgement of Addendums:**

<b>Addendum Number</b>								
<b>Date</b>								
<b>Initials</b>								

**Proposal Evaluation Criteria**

During the evaluation period, the District reserves the right to conduct on District site, telephone, via internet or email conversations with a Proposer to clarify proposals, competitively negotiate, ask questions or obtain additional information.

The criteria listed below are not necessarily an all-inclusive list. While price will be the most heavily weighted criteria, the order of appearance is not intended to indicate relevance or importance. Once the proposer has been found responsive to the RFP requirements; a determination of the award will be made based on the following considerations:

<b>Criteria</b>	<b>Points</b>
Overall Pricing	<b>20</b>
Response to Firm Qualification Questionnaire	<b>20</b>
Experience and References	<b>20</b>
Proposal Offering over best value to district.	<b>40</b>
<b>Total Points</b>	<b>100</b>

## Scope of Work

1. **CONTRACT TERMS** - The term of any resulting contract shall be effective beginning on a date to be determined upon award by the board, as stated in Section 12, Contract Term, of the Instructions to Proposers.
2. **REGULAR SCHEDULE** - Contractor shall provide one (1) uniformed security officer and one (1) patrol vehicle for district wide vehicle patrol on duty as follows:
  - a. Seven (7) days per week, Sunday-Saturday 7:00 pm-5:00 am; ten (10) hours per day at the District premises located at Victor Elementary School District in Victorville, CA 92395 (Attachment A)
  - b. Weekend and Holiday schedule with the additional hours included: 9:00am-7:00pm, ten (10) hours per day at Client premises located at Victor Elementary School District in Victorville, CA 92395
  - c. Coverage Exceptions are listed on the 2022-2023 District Calendar, attached.
3. **DUTIES** - Contractor shall perform the following duties: patrol of all 18 VESD schools and five support sites including foot patrol of campus and perimeter fence lines; ensuring all doors, gates, and windows are closed; observation of all sites for damage due to burglary, vandalism, or natural causes (ex. wind or rain); question/confront all trespassers, ensure all systems are operating properly including utilities, alarms, etc; and will answer all alarm calls within 30 minutes.

Contractor will report any findings to the Director of Safety or other designated personnel.
4. **TRAINING** - Contractor shall provide adequate training for their security personnel officer before assigning to the District. Security personnel officers shall hold and maintain a valid Guard Card which shall be verified annually by contractor with written verification sent annually to the District. Verification of new security personnel officers' Guard Card shall be provided to the District prior to commencement of security patrol or standing guard services on any site within the District and annually thereafter. All security personnel officers will be trained for each District site as to location, layout and special conditions, and the role and responsibility of a school District security personnel officer prior to commencement of any service. Contractor agrees to obtain District approval of any security personnel officer before assigning to District. Contractor agrees to the District's right to terminate any security personnel officer for any cause. The District hereby reserves the right to make changes to schedules of contracted security personnel officers as deemed necessary.
5. **NOTIFICATION PROTOCOL** - Upon notification by alarm company or if security personnel officer discovers a burglary or vandalism, the protocol is as follows:
  - a. Notify San Bernardino County Sheriff's Office dispatch.
  - b. Notify the district on-call personnel.
  - c. Secure area/site without disturbing any evidence.

**6. BURGLARY, BREAK-IN, OR VANDALISM PROTOCOL** - Security personnel officer shall identify signs of a burglary or vandalism as soon as possible and without disturbing any evidence, and secure site until District employee or San Bernardino County Sheriff's Officers arrive, with or without notification from alarm company.

If a burglary, break-in, or vandalism occurs, the security personnel officer shall continue to maintain security at site while District personnel make temporary repairs or until District personnel release the security personnel officer. District personnel may direct security personnel to remain at site if property cannot be secured.

If break-in or vandalism occurs and property cannot be secured, the District may require a standing security personnel officer, to maintain security at site until corrective action is taken. Compensation for contractor's service will be at the same hourly rate as agreed upon by both district and contractor for similar service not covered by this agreement.

**7. INCIDENT REPORTS** - Security personnel officers shall submit a written incident report. Supporting photographs shall be e-mailed to the Director of Safety, Eric Camarena, within two (2) business days unless otherwise requested.

**8. REQUIRED EQUIPMENT** - All Security Personnel shall have adequate communication device(s) such as cell phone (provided at contractor's expense) in order to maintain communication between themselves and a dispatching center (i.e. Alarm company, San Bernardino County Sheriff's Office, etc.) and District personnel. Phone numbers for any security personnel officer assigned to District at any time will be provided to District personnel. Security personnel officers are also required to carry a digital camera and a flashlight (provided at contractor's expense) for documenting information should burglary, break-in, or vandalism occur.

**9. IDENTIFICATION** - All security personnel officers must be uniformed (provided at contractor's expense). The uniform shall be neat, clean and worn in the proper manner with shirt tails tucked inside the pants. The vehicles must be in good running condition, clearly identified for high visibility and be equipped with amber-colored strobe lights.

**10. DISTRICT FACILITIES** - Security personnel officers are not to enter any District facility for any reason with the exception of setting/resetting alarms, investigating burglaries and damages to District facility. School facilities are not to be used for breaks.

**11. PRIVATE PATROL OPERATOR LICENSE** - Contractor shall provide a copy of their Private Patrol Operator License.

**12. APPREHENSION OF LAW VIOLATORS** - Security personnel officers shall NOT apprehend law violators, but shall prevent rule and law violations by being visible and proactive, thereby protecting the people and property of the District. Only Peace Officers shall APPREHEND law violators.

**Fee Proposal Signature Form**

RFP #22/23-001 After Hours Security Services - All Sites

**Patrol Officer** - Price Includes one officer to individually patrol the Victor Elementary School District for alarm response and nightly patrol at each site for 10 hours in accordance with the specifications of RFP #22/23-001.

Hourly Rate:\$

\_\_\_\_\_

For the Annual Sum of: \$

\_\_\_\_\_

**Additional Standing Guard Hourly Rates**

Request given with more than 48 hours notice: \$

\_\_\_\_\_

Request given with less than 48 hours notice: \$

\_\_\_\_\_

The undersigned has read the specifications, instructions and conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, and the prices quoted herein:

I certify that I have read and fully understand the intent of this RFP No. 22/23-001 AFTER HOURS SECURITY SERVICES – ALL SITES. We certify that we have adequate resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the District.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has not been made nor will be made regarding this proposal for AFTER HOURS SECURITY SERVICES – ALL SITES with any District employee or Board Member other than the listed contact person in the RFP. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this RFP, in the State of California. We certify that all requirements and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

Name of Firm \_\_\_\_\_

By \_\_\_\_\_

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

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_



**FIRM QUALIFICATION QUESTIONNAIRE**

For ease in reviewing your qualifications, the contractor shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause the District to reject your Proposal. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the contractor's firm and/or any of its owners, officers, directors, shareholders, parties or principals. PLEASE PRINT.

Regardless if the same information is provided elsewhere in your Proposal, please clearly complete this section.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this Bid.

(1) Firm name, address and contact information:

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(2) Telephone \_\_\_\_\_

(3) Email \_\_\_\_\_

(4) Type of Firm: (check One)

Individual  Partnership  Coporation  State

(5) Names and Titles of all principals/officers of the firm: Please Print

Name	Title	Phone

(6) How many years has your firm been in business under its present business name?

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(7) How many years of experience does your firm have in providing Security services?

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(8) Have you or any of your principals ever conducted similar services under a different name or certification or different license number?

If Yes, please give the firm name, address and certification or license number.

Name:

Address:

License or Certification Number (if any)

(9) How many public agencies has your firm provided Security services? \_\_\_\_\_

(10) Please list the public agencies, including any school districts, to which your firm has provided Security services:

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(11) Please attach a short history of the firm including whether it is local, national, or international as well as the approximate number of employees at each location. Also provide the number of firm offices and locations. Identify attachment as: HISTORY OF FIRM.

(12) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to security services involving a public agency, school or community college district during the prior five (5) years?

If Yes, please provide the name of the public agency and briefly detail the dispute:

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(13) Is your firm, owners, and/or any principal or manager involved in or aware of any pending litigation regarding their alleged professional misconduct, bad faith, discrimination, or sexual harassment?

If yes, please provide details:

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(14) Is your firm, owners, and/or any principals or managers involved in or aware of any pending disciplinary action and/or investigation regarding any of them conducted by any local, state or federal agency?

If Yes, please provide details:

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(15) Will your firm comply with all District, local, State and Federal legal requirements, regulations and laws? \_\_\_\_\_

(16) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement. Please limit to one (1) page and identify as: **ADDITIONAL INFORMATION.**

(17) Have you ever had any direct or indirect business, financial or other connection

with any official, employee or firm of the District? Identify any conflict of interest below:

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

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(18) Each contractor is required to submit a list of its most relevant services provided in the last five (5) years including, if any, services for school districts. The list shall include the size of the projects, scope of the work, date services were performed, number of hours of service for the project, client company name, client contact name and telephone number. Identify as: REFERENCES

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

In \_\_\_\_\_, State of \_\_\_\_\_  
(City, County)

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Company Name

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Signature

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Print Name

---

Title

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: between Victor Elementary School District ("District") and ("Contractor") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Contractor.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date:

Name of Contractor:

Signature:

Print Name:

Title:

## DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: between Victor Elementary School District ("District") and ("Contractor") ("Contract" or "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract

be given a copy of the statement required by section 8355(a), and require that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of 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 the aforementioned Act.

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

Date:

Name of Contractor:

Signature:

Print Name:

Title:

**NON-COLLUSION DECLARATION**

(FORM MUST BE SUBMITTED WITH THE PROPOSAL)

I, \_\_\_\_\_, declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the attached Bid; that the attached Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California

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

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

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

Authority: Public Contract Code 7106



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

(FORM MUST BE SUBMITTED WITH THE PROPOSAL)

I am aware of \_\_\_\_\_ and hereby certify that neither \_\_\_\_\_ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the purposes of submission of this bid.

\_\_\_\_\_  
Name of Contractor (Print or Type)

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name of Contractor (Print or Type)

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

CONTRACTORS CERTIFICATE REGARDING WORKERS' COMPENSATION  
(FORM MUST BE SUBMITTED WITH THE PROPOSAL)

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code, for the duration of any business activities conducted for which this license is issued.
- I have and will maintain workers' compensation insurance, as required by Labor Code Section 3700, for the duration of any business activities conducted for which this license is issued.

My workers' compensation insurance and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

- I am exempt from the requirement to obtain workers' compensation insurance under California Business and Professions Code Section 7125(b).

**You must check only one of the following boxes:**

- I do not employ anyone in the manner subject to the workers' compensation laws of California.
- I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier.)

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall comply with the provisions of Labor Code Section 3700.

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Warning: Failure to secure workers' compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to \$100,000, in addition to the cost of compensation, damages, interest, and attorney's fees, as provided in Labor Code Section 3706.

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## Attachment A - School and Site Listing

<b>Victor Elementary School District Addresses</b>		
Brentwood	13962 Hook Boulevard	Victorville, CA 92392
Challenger	14777 Hopland Street	Victorville, CA 92392
Del Rey	15332 Del Rey Drive	Victorville, CA 92395
Discovery	13247 Amethyst Road	Victorville, CA 92392
Endeavour	12403 Ridgecrest Rd.	Victorville, CA 92395
Galileo	15999 Warwick Street	Victorville, CA 92395
Green Tree	17246 Gibraltar Drive	Victorville, CA 92395
Irwin	14907 So. Mojave Drive	Victorville, CA 92395
Liberty	12900 Amethyst Road	Victorville, CA 92392
Lomitas	12571 First Avenue	Victorville, CA 92395
Mojave Vista	16100 Burwood Avenue	Victorville, CA 92395
Montessori	17000 Silica Drive	Victorville, CA 92395
Park View	13427 Cahuenga Road	Victorville, CA 92392
Puesta Del Sol	15887 Academy Street	Victorville, CA 92392
RB21	15456 El Evado Road	Victorville, CA 92392
SSP	15476 Sixth Street	Victorville, CA 92395
Village	14711 Mojave Drive	Victorville, CA 92392
West Palms	14375 Del Gado Road	Victorville, CA 92392
DO - New	12219 2nd Avenue	Victorville, CA 92396
Nisqualli	15115 Nisqualli Road	Victorville, CA 92397
M&O	14875 So. Mojave Drive	Victorville, CA 92398
Transportation	12393 Locust Avenue	Victorville, CA 92399
DO - Old	15579 8th St	Victorville, CA 92400

**Attachment B - School Calendar 2022-2023**

**VICTOR ELEMENTARY SCHOOL DISTRICT**  
**2022-23 SCHOOL CALENDAR** (excludes Mt. View Montessori Charter School)

**July**

Mon	Tue	Wed	Thr	Fri
				1
4	5	6	7	8
Holiday				
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**August (10 Student Days)**

Mon	Tue	Wed	Thr	Fri
1	2	3	4	5
8	9	10	11 Opening Day Contract Day	12 Cert. & Class. PD
15 Certificated Contract	16 Certificated Contract	17 Certificated Contract	18 1st Day	19 Min Day
22	23	24	25	26 Min Day
29	30	31		

**September (21 Student Days)**

Mon	Tue	Wed	Thr	Fri
			1	2 Min Day
5 Holiday	6	7	8	9 Min Day
12	13	14	15	16 Min Day
19	20	21	22	23 Min Day
26	27	28	29	30 Min Day

**October (16 Student Days)**

Mon	Tue	Wed	Thr	Fri
3 Min Day	4 Min Day	5 Min Day	6 Min Day	7 Min Day
10 OB	11 OB	12 OB	13 OB	14 OB
17	18	19	20	21 Min Day
24	25	26	27	28 Min Day
31				

**November (16 Student Days)**

Mon	Tue	Wed	Thr	Fri
	1	2	3	4 Min Day
7	8	9	10	11 Holiday
14	15	16	17	18 Min Day
21 FB	22 FB	23 FB	24 Holiday	25 Holiday
28	29	30		

**December (12 Student Days)**

Mon	Tue	Wed	Thr	Fri
			1	2 Min Day
5	6	7	8	9 Min Day
12	13	14	15	16 Min Day
19 WB	20 WB	21 WB	22 WB	23 Holiday
26 Holiday	27 Holiday	28 WB	29 WB	30 Holiday

**January (19 Student Days)**

Mon	Tue	Wed	Thr	Fri
2 Holiday	3 Non Student Cert & Class PD	4	5	6 Min Day
9	10	11	12	13 Min Day
16 Holiday	17	18	19	20 Min Day
23	24	25	26	27 Min Day
30	31			

**February (18 Student Days)**

Mon	Tue	Wed	Thr	Fri
		1	2	3 Min Day
6	7	8	9	10 Min Day
13 Holiday	14	15	16	17 Min Day
20 Holiday	21	22	23	24 Min Day
27	28			

**March (18 Student Days)**

Mon	Tue	Wed	Thr	Fri
		1	2	3 Min Day
6	7	8	9	10 Min Day
13 Min Day	14 Min Day	15 Min Day	16 Min Day	17 Min Day
20 SB	21 SB	22 SB	23 SB	24 SB
27	28	29	30	31 Min Day

**April (19 Student Days)**

Mon	Tue	Wed	Thr	Fri
3	4	5	6	7 Holiday
10	11	12	13	14 Min Day
17	18	19	20	21 Min Day
24	25	26	27	28 Min Day

**May (22 Student Days)**

Mon	Tue	Wed	Thr	Fri
1	2	3	4	5 Min Day
8	9	10	11	12 Min Day
15	16	17	18	19 Min Day
22	23	24	25	26 Min Day
29 Holiday	30	31		

**June (9 Student Days)**

Mon	Tue	Wed	Thr	Fri
			1	2 Min Day
5	6	7	8	9 Min Day
12	13 Min Day Last Day	14 Snow Day	15 Classified PD	16
19	20	21	22	23
26	27	28	29	30

**First Day of School**  
August 18

**Non-Student Days**  
August 11-12, 15-17  
January 3  
June 15

**Holidays**  
July 4  
September 5  
November 11, 24-25  
December 23, 26-27, 30  
January 2, 16  
February 13 & 20  
April 7  
May 29

**October Break**  
October 10-14

**Fall Break**  
November 21-23

**Winter Break**  
December 19-22, 28-29

**Spring Break**  
March 20-24

**Parent Conference Weeks**  
October 3-7  
March 13-17

**End of 1st Trimester**  
November 18

**End of 2nd Trimester**  
March 10

**Last Day of School**  
June 13

**Snow Day**  
June 14

**VICTOR ELEMENTARY SCHOOL DISTRICT**  
**CALENDARIO ESCOLAR 2022-23 (excluye Mt. View Montessori)**

**Julio**

Mon	Tue	Wed	Thr	Fri
				1
4	5	6	7	8
Día Fest				
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**Agosto (10 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
1	2	3	4	5
8	9	10	11	12
			Inaugur. / Contrato	'PD' / Contrato
15	16	17	18	19
Contrato	Contrato	Contrato	1er Día	Día Min
22	23	24	25	26
				Día Min
29	30	31		

**Septiembre (21 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
			1	2
				Día Min
5	6	7	8	9
Día Fest				Día Min
12	13	14	15	16
				Día Min
19	20	21	22	23
				Día Min
26	27	28	29	30
				Día Min

**Octubre (16 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
3	4	5	6	7
Día Min	Día Min	Día Min	Día Min	Día Min
10	11	12	13	14
Vac/Oct	Vac/Oct	Vac/Oct	Vac/Oct	Vac/Oct
17	18	19	20	21
				Día Min
24	25	26	27	28
				Día Min
31				

**Noviembre (16 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
	1	2	3	4
				Día Min
7	8	9	10	11
				Día Fest
14	15	16	17	18
				Día Min
21	22	23	24	25
Vac/Oto	Vac/Oto	Vac/Oto	Día Fest	Día Fest
28	29	30		

**Diciembre (12 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
			1	2
				Día Min
5	6	7	8	9
				Día Min
12	13	14	15	16
				Día Min
19	20	21	22	23
Vac/Inv	Vac/Inv	Vac/Inv	Vac/Inv	Día Fest
26	27	28	29	30
Día Fest	Día Fest	Vac/Inv	Vac/Inv	Día Fest

**Enero (19 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
2	3	4	5	6
Día Fest	Día Sin Est / 'PD'			Día Min
9	10	11	12	13
				Día Min
16	17	18	19	20
Día Fest				Día Min
23	24	25	26	27
				Día Min
30	31			

**Febrero (18 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
		1	2	3
				Día Min
6	7	8	9	10
				Día Min
13	14	15	16	17
Día Fest				Día Min
20	21	22	23	24
Día Fest				Día Min
27	28			

**Marzo (18 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
		1	2	3
				Día Min
6	7	8	9	10
				Día Min
13	14	15	16	17
Día Min	Día Min	Día Min	Día Min	Día Min
20	21	22	23	24
Vac/Pri	Vac/Pri	Vac/Pri	Vac/Pri	Vac/Pri
27	28	29	30	31
				Día Min

**Abril (19 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
3	4	5	6	7
				Día Fest
10	11	12	13	14
				Día Min
17	18	19	20	21
				Día Min
24	25	26	27	28
				Día Min

**Mayo (22 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
1	2	3	4	5
				Día Min
8	9	10	11	12
				Día Min
15	16	17	18	19
				Día Min
22	23	24	25	26
				Día Min
29	30	31		
Día Fest				

**Junio (9 Días Estudiantiles)**

Mon	Tue	Wed	Thr	Fri
			1	2
				Día Min
5	6	7	8	9
				Día Min
12	13	14	15	16
	Día Min / Últ. Día	Día Nieve*	Día Sin Est/ 'PD' Clas.	
19	20	21	22	23
26	27	28	29	30

Primer Día de Clases  
18 de Agosto

Días Sin Estudiantes  
11-12, 15-17 de Agosto  
3 de Enero  
15 de Junio

Días Festivos  
4 de Julio  
5 de Septiembre  
11, 24-25 de Noviembre  
23, 26-27, 30 de Diciembre  
2, 16 de Enero  
13 & 20 de Febrero  
7 de Abril  
29 de Mayo

Vacaciones de Octubre  
10-14 de Octubre

Vacaciones de Otoño  
21-23 de Noviembre

Vacaciones de Invierno  
19-22, 28-29 de Diciembre

Vacaciones de Primavera  
20-24 de Marzo

Conferencias con los Padres  
3-7 de Octubre  
13-17 de Marzo

Termina el Primer Trimestre  
18 de Noviembre

Termina el Segundo Trimestre  
10 de Marzo

Último Día de Clases  
13 de Junio

Día de Nieve\*  
\*Día de Recuperación por Mal Clima  
14 de Junio