



**REQUEST FOR PROPOSAL No. VGA-022124
UNARMED SECURITY PATROL SERVICES**

ISSUE DATE: JANUARY 5, 2024

REQUEST FOR PROPOSALS
UNARMED SECURITY PATROL SERVICES
RFP No. VGA-022124

NOTICE OF REQUEST FOR PROPOSALS

The Imperial Community College District ("District") is inviting qualified, licensed, and experienced security firms to submit a proposal to provide unarmed security patrol services at the District's Imperial Valley College ("IVC") Campus, located at 380 E. Aten Road in Imperial, California, and at Lotus Living Community-Student Housing Program, located at 1998 N. 12th Street, El Centro, California, 92243.

Respondents to this Request for Proposals ("RFP") shall submit their proposal as one (1) original, ten (10) copies and an electronic/digital copy saved on a thumb drive, all contained in a sealed envelope clearly marked "RFP No. VGA-022124 – Unarmed Security Patrol Services," and including the Respondent's name and address to:

Imperial Valley College
Administrative Services Office
Building 10, Office 16
ATTN: Mr. Cesar L. Vega
Vice President of Administrative Services
380 E. Aten Road
Imperial, CA 92251

All proposals are due no later than 12:00 p.m. on Friday, February 9, 2024. No electronic (e-mail) or facsimile (fax) proposals will be accepted. Proposals received after the specified date and time will not be accepted and will be returned unopened.

Each proposal must conform and be responsive to the requirements set forth in this RFP. The District reserves the right to waive any informalities or irregularities in received proposals. Further, the District reserves the right to reject all proposals and to negotiate contract terms with one or more Respondents for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. **RESPONDENT IS RESPONSIBLE FOR READING THE RFP IN ITS ENTIRETY.** No proposal shall be withdrawn for a period of sixty (60) days after submittal to the District. Proposals will NOT be opened publicly.

A mandatory conference and site assessments of IVC Campus facilities will take place on Monday, January 22, 2024:

1. **10:00 am – 11:30 am** IVC Campus: meeting location will be at Imperial Valley College, Administrative Services Office, Building 10, Office 16, located at 380 E. Aten Road, Imperial, CA 92251.
2. **12:00 pm – 1:00 pm** Lotus Living Community: meeting address will be at 1998 N. 12th Street, El Centro, CA. 92253.

Questions or clarifications regarding this RFP must be submitted in writing and addressed to Mr. Cesar L. Vega, Vice President of Administrative Services, at cesar.vega@imperial.edu, by 12:00 p.m. on Friday, January 26, 2024.

The District's response to questions will be responded in writing and via electronic mail no later than Wednesday, January 31, 2024, by 8:00 pm.

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RFP No. VGA-022124

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<p>REQUEST FOR PROPOSALS</p> <p>UNARMED SECURITY PATROL SERVICES</p> <p>RFP No. VGA-022124</p>

RFP SCHEDULE

The District reserves the right to change the dates on this RFP Schedule without prior notice.

Event	Date
RFP Issued (Advertisement)	January 05, 2024 January 12, 2024
Mandatory conference & site assessment – IVC Main Campus.....	January 22, 2024, at 10:00 am
Mandatory conference & site-walk – Lotus Living Community.....	January 22, 2024, at 12:00 pm
Deadline to submit RFP questions to District	January 26, 2024, by 12:00 p.m.
Deadline to Respond to questions by the District	January 31, 2024, by 8:00 p.m.
Deadline to submit proposals	February 9, 2024, by 12:00 p.m.
District’s committee interviews (in-person)	February 14, 2024
Notice of Award by District	February 16, 2024
Contract Award at the District Board of Trustee’s regularly scheduled meeting	February 21, 2024

REQUEST FOR PROPOSALS
UNARMED SECURITY PATROL SERVICES
RFP NO. VGA-022124

I. INTRODUCTION/BACKGROUND

The Imperial Community College District ("District") is a public community college district located in the Imperial Valley, County of Imperial, California. This Request for Proposal ("RFP") seeks proposals from qualified, licensed, and experienced firms for Unarmed Security Patrol Services as further described in this RFP and its attachments ("Services").

The District operates one (1) main college campus on 160 acres, known as the Imperial Valley College ("IVC"), located at 380 E Aten Road in Imperial, California, and one (1) Lotus Living Community (student housing program) located at 1998 N. 12th Street, El Centro, CA. 92253.

SCOPE OF SERVICES

The District is seeking a qualified contractor to provide the Services for school and administrative sites on and off the IVC Main Campus. Any Respondent to this RFP must be capable of providing the Services that meet the District's requirements set forth in this RFP, its attachments, and the District's form of Independent Contractor Agreement ("Agreement") attached to this RFP and incorporated by this reference.

Respondent is responsible for reading and understanding this RFP, its attachments, and the Agreement in its entirety. The specifications for the Services are described in Exhibit A and Exhibit B of the attached District's form of Agreement.

The initial term of an awarded agreement, if any, will be for three (3) years, with the first six (6) months serving as a trial period, during which the Services will be evaluated to ensure Services are satisfactory, as determined by IVC's Vice President of Administrative Services or Designee.

The agreement may be extended by the District, and in writing, for an additional two-year term, upon the expiration of the initial three-year term. The same terms and conditions shall govern.

II. RFP TERMS AND CONDITIONS

A. ACCEPTANCE AND REJECTION OF PROPOSALS

The District retains the sole discretion to determine issues of compliance and whether a proposal is responsive and Respondent responsible, and qualified. The District reserves the right to waive any informalities or irregularities not governed by law. The District reserves the right to reject all proposals or to cancel this RFP at any time.

B. LIMITATIONS

This RFP does not obligate the District to award a contract or accept or contract for the Services described in this RFP. The District makes no representation that participation in the RFP process will lead to an award of a contract or any other consideration, whatsoever.

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any Respondent for the Services described herein. If the Respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent to this RFP. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing or submitting a response to this RFP, including any supporting materials or participation in interviews.

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

C. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE") Small Local Business Enterprises ("SLBE") and Small Emerging Local Business Enterprises ("SELBE") shall be afforded full opportunity to submit Proposals in response to this RFP. No Respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability in any consideration leading to the award of the contract.

D. RESTRICTIONS ON LOBBYING AND CONTACTS

For the period beginning on the date this RFP is issued and ending on the date a contract is awarded, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District's Board of Trustees ("Board"), District's selection committee members, or any member of the Citizens' Oversight Committee (if applicable), or with any employee of the District except for the individual designated to receive written clarifications and questions as identified in this RFP. Any such prohibited contact shall be grounds for the disqualification of the Respondent.

E. INVESTIGATIONS AND CLARIFICATIONS

The District reserves the right to investigate and rely upon information from any other available sources in addition to and beyond any documents or information submitted in response to this RFP. The District reserves the right to request, at its sole discretion, that one or more of the Respondents provide clarifications or supply additional material deemed necessary to assist in the evaluation of proposals, and to modify or alter any of the

requirements herein.

F. ERRORS AND OMISSIONS

If a Respondent discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Respondent shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda issued by the District. Such clarification shall be given by written notice to all parties who have been furnished an RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible, therefore.

If a Respondent fails to notify the District, prior to the date fixed for submission of proposals, of a known error in the RFP, or an error that reasonably should have been known, the Respondent shall quote at his own risk; and if awarded the contract, the Respondent shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Respondent should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

Questions or clarifications regarding this RFP must be submitted in writing to Mr. Cesar L. Vega, Vice President of Administrative Services, and send via e-mail to: cesar.vega@imperial.edu, pursuant to the RFP Schedule.

The District's response to questions received by this date will be posted on the District website, at www.imperial.edu pursuant to the RFP Schedule.

III. PROPOSAL REQUIREMENTS

Proposals must conform and be responsive to the requirements set forth in this RFP.

A. SUBMISSION AND FORMAT

Proposals shall be submitted on or before 12:00 p.m. on February 9, 2024, to Imperial Valley College (IVC), Administrative Services (Office 16) in Building 10.

All proposals must be addressed to:

ATTN: Mr. Cesar L. Vega
Vice President of Administrative Services
380 E. Aten Road, Imperial, CA 92251.

Proposals received after the proposal deadline date and time will not be accepted and will be returned, unopened. **Electronic (e-mail) or facsimile (fax) proposals will not be accepted.** Proposer shall submit its proposal as one (1) original, ten (10) copies and an electronic/digital copy saved on a thumb drive.

The Proposer shall submit their Proposal in a sealed envelope, clearly marked "RFP No. VGA-022124 – Unarmed Security Patrol Services," including the Respondent's name and address.

B. PROPOSAL CONTENTS

This RFP requires the completion and submission of the following documents:

1. Cover letter

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

- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- One of the following statements as applicable:

"[RESPONDENT'S NAME] received a copy of the District's form of Independent Contractor Agreement ("Agreement") attached to the RFP. [RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to these provisions, or to the use of the Agreement."

OR

"[RESPONDENT'S NAME] received a copy of the District's form of Independent Contractor Agreement ("Agreement") attached to the RFP. [RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT'S NAME] has objections to the use of this Agreement, listed in detail in the Appendix to this Proposal."

Any objections and proposed changes to the Agreement may be the subject of inquiry during the evaluation process and may be considered waived if not raised in the Respondent's proposal.

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

2. District's Proposal Form

Respondent is required to complete and submit the District's Proposal Form attached to this RFP. In addition to the required form, Respondents may submit additional information related to their qualifications.

3. District's Statement of Qualifications Form

Respondent is required to complete and submit the District's Statement of Qualifications Form attached to this RFP. In addition to the required form, Respondents may submit additional information related to their qualifications.

4. IRS W-9 Form (Taxpayer Identification Number)

5. Litigation and Claims History

Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.

Provide a comprehensive five (5) year summary of any claims (whether or not pursued through litigation) in which your firm has been involved. Provide details as to the parties involved, the scope and nature of the claim, the status of the claim, and the outcome of the claim, if any.

A proposal failing to provide this requested information on claims, lawsuits, and/or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

IV. EVALUATION OF PROPOSALS

A committee of District staff ("Committee") will evaluate all proposals that meet the deadline for submission and are responsive to the requirements set forth in this RFP. Each proposal must be complete. Incomplete proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. During the evaluation period, the District will identify the Respondent(s) that can provide the greatest overall benefit to the District.

In determining the responsibility of a Respondent, the following criteria will be considered:

- The qualifications, ability and capacity of the Respondent to perform the required services;
- Whether the Respondent can perform the services promptly, without delay or interference;
- The character, integrity, reliability, reputation, judgment, experience and efficiency of the Respondent;
- The quality of performance under previous agreements or for similar services;
- The previous and existing compliance by the Respondent with laws relating to the proposed Agreement and the Program, including the required licenses;

- The affirmation of the Respondent to enter into the District’s proposed Agreement with no objection.

Proposals will first be evaluated by District staff to confirm proposals are complete and Respondents are eligible to provide the Services requested. Proposals which are deemed responsive and eligible for evaluation will be forwarded to the District’s selection committee, which will evaluate the proposals based on the criteria listed below:

Evaluation Criteria	Score	Maximum Score
1. Respondent provided all relevant information called for in this RFP?		10
2. Security services experience		10
3. Implementation Plan and Schedule		10
4. References		10
5. Understanding of the project scope of work and services		10
6. Proposed Fees for Services		50
Total Score		100

The District may also contact and evaluate the Respondent’s references; contact any Respondent to clarify any response; contact any current users of the firm's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The District and its Board shall not be obligated to accept or recommend the lowest priced proposal, but may make an award in the best interest of the District.

The District may invite any Respondents to meet with District staff within the District’s discretion. Key members of Respondent’s proposed team will be expected to attend the interview. The interview will be an opportunity for the District to review the proposal, qualifications, and any other matters the District deems relevant to its evaluation. Any comments or objections to the District’s form of Agreement may be the subject of inquiry at the interview.

V. AWARD OF CONTRACT

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as non-responsive, and/or not to contract with any Respondent for the Services described herein. If the Respondent with the highest-scoring proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent to this RFP. The District reserves the right to contract with any firm not participating in this process.

Thank you for your interest!

PROPOSAL FORM - 1
Services at Imperial Valley College Main Campus

I hereby certify that I have read and understood the Imperial Community College District ("District") Request for Proposals ("RFP") No. VGA-022124 for Unarmed Security Patrol Services, all of its attachments thereto, and its addenda, if any, issued by the District.

Submitted herewith is our proposal to perform the Services as described in the RFP for the District, as stated and requested in **Exhibit A**. The undersigned agrees to perform the Services specified at a total cost not to exceed the price quotation indicated below.

Year One: March 1, 2024, through, February 28, 2025.	
Initial monthly/yearly cost for services rendered at IVC Main Campus located at 380 E. Aten Road, Imperial, CA 92251.	\$ _____ Month Cost \$ _____ Yearly Cost

Year Two: March 1, 2025, through, February 28, 2026.	
Initial monthly/yearly cost for services rendered at IVC Main Campus located at 380 E. Aten Road, Imperial, CA 92251.	\$ _____ Month Cost \$ _____ Yearly Cost

Year Three: March 1, 2026, through, February 28, 2027.	
Initial monthly/yearly cost for services rendered at IVC Main Campus located at 380 E. Aten Road, Imperial, CA 92251.	\$ _____ Month Cost \$ _____ Yearly Cost

Year Four: March 1, 2027, through, February 29, 2028.	
Initial monthly/yearly cost for services rendered at IVC Main Campus located at 380 E. Aten Road, Imperial, CA 92251.	\$ _____ Month Cost \$ _____ Yearly Cost

Year Five: March 1, 2028, through, February 28, 2029.	
Initial monthly/yearly cost for services rendered at IVC Main Campus located at 380 E. Aten Road, Imperial, CA 92251.	\$ _____ Month Cost \$ _____ Yearly Cost

PROPOSAL FORM - 2
Services at Lotus Living Community

I hereby certify that I have read and understood the Imperial Community College District ("District") Request for Proposals ("RFP") No. VGA-022124 for Unarmed Security Patrol Services, all of its attachments thereto, and its addenda, if any, issued by the District.

Submitted herewith is our proposal to perform the Services as described in the RFP for the District, as stated and requested in **Exhibit B**. The undersigned agrees to perform the Services specified at a total cost not to exceed the price quotation indicated below.

Year One: March 1, 2024, through, February 28, 2025.	
Initial monthly/yearly cost for services rendered at Lotus Living Community located at 1998 N. 12th Street, El Centro, CA. 92253.	\$ _____ Month Cost \$ _____ Yearly Cost
Year Two: March 1, 2025, through, February 28, 2026.	
Initial monthly/yearly cost for services rendered at Lotus Living Community located at 1998 N. 12th Street, El Centro, CA. 92253.	\$ _____ Month Cost \$ _____ Yearly Cost
Year Three: March 1, 2026, through, February 28, 2027.	
Initial monthly/yearly cost for services rendered at Lotus Living Community located at 1998 N. 12th Street, El Centro, CA. 92253.	\$ _____ Month Cost \$ _____ Yearly Cost
Year Four: March 1, 2027, through, February 29, 2028.	
Initial monthly/yearly cost for services rendered at Lotus Living Community located at 1998 N. 12th Street, El Centro, CA. 92253.	\$ _____ Month Cost \$ _____ Yearly Cost
Year Five: March 1, 2028, through, February 28, 2029.	
Initial monthly/yearly cost for services rendered at Lotus Living Community located at 1998 N. 12th Street, El Centro, CA. 92253.	\$ _____ Month Cost \$ _____ Yearly Cost

Other Services

Provide hourly rates for services **outside** the scope of services described in **Exhibit A** and/or **Exhibit B**:

DESCRIPTION OF SERVICES	PROPOSED RATE
Uniformed Unarmed Security Guard	\$_____per Regular hour
Uniformed Unarmed Security Guard	\$_____per Overtime hour

Date: _____

Signature: _____

Name, Title: _____

Respondent Firm Name: _____

STATEMENT OF QUALIFICATIONS

(Additional information may be attached)

a. Firm Information

Name of Firm: _____

Type of Entity: _____

California License No.: _____

Address: _____

Telephone: _____ Fax: _____

Website: _____ Email: _____

b. Primary Contact

Name(s) and title(s) of individual(s) who are authorized to speak on behalf of Respondent firm during the evaluation process and who will have primary responsibility for the contract, if awarded. Attach professional biography/biographies.

c. Personnel and Professional Biographies

List the names and positions of personnel, who will be assigned to provide Services. Attach their professional biographies.

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

d. Organization History/Relevant Experience

Attach a brief history and description of the organization and a summary of your experience in providing the requested Services for community college or school districts

in California and other similar public entities. Include specific experience working with community college or school districts comparable in size and demographics.

e. Services Offered and Security Implementation Plan

Provide the description of the services you provide and a proposed Security Implementation Plan, consistent with the Scope of Services attached to Exhibit A of the District's form of Agreement, attached to the RFP. Include relevant policies, process, and procedures, including expected communication with District personnel, safety, training of security personnel, and incident response.

f. References

Attach a list of references of former clients, including client organization's name, address, individual's name and title, phone number, email address, and a description of the services provided. At least two (2) client references should be community college school districts in California.

**IMPERIAL COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
FOR
UNIFORMED, UNARMED SECURITY SERVICES**

This Independent Contractor Agreement for Uniformed, Unarmed Security Services ("Agreement") is made and entered into as of the _____ day of _____, 20____ by and between the Imperial Community College District, ("District") and _____ ("Contractor"), (together, "Parties").

WHEREAS, the District duly determined that it needs some or all of the uniformed, unarmed security services to be provided pursuant to this Agreement; and

WHEREAS, the Contractor is specially trained, experienced, and competent to perform the services required by the District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the uniformed, unarmed security services as further described in **Exhibit "A"** and **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Contractor shall provide the Services for a three (3) year initial term, commencing on March 1, 2024, and will diligently perform as required and complete performance by February 28, 2027. The initial six (6) months of this Agreement shall be considered a trial period, during which Contractor will be evaluated by District to ensure the Services are satisfactorily delivered as determined by the District, and therefore subject to early termination for convenience, pursuant to this Agreement. This Agreement may be extended, in a writing signed by the parties, and upon the same terms and conditions, for two (2) additional one (1) year periods.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed:

- IVC Main Campus:
 - Year One: \$ _____
 - Year Two: \$ _____
 - Year Three: \$ _____
 - Year Four: \$ _____
 - Year Five: \$ _____

Total Term (5-Year) Cost \$ _____

- Lotus Living Community (Student Housing Program):
 - Year One: \$ _____
 - Year Two: \$ _____
 - Year Three: \$ _____
 - Year Four: \$ _____
 - Year Five: \$ _____

Total Term (5-Year) Cost \$ _____

The District shall pay Contractor according to the following terms and conditions:

- Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Contractor submits an invoice to the District for Services actually completed and after the District’s written approval of the Services, or the portion of the Services for which payment is to be made.
 - The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibits “A” and “B.”** If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.
 - If Contractor works at more than one site, Contractor shall invoice for each site separately. All invoices shall be e-mailed to the District’s Accounts Payable Department at: AccountsPayable@imperial.edu
5. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
 6. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.
 7. **Independent Contractor.** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District’s business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
 8. **Performance of Services.**
 - **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's services will be performed, findings obtained,

reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

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

9. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

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

11. **Termination.**

- **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

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

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

12. Indemnification. To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by the District Parties where such approval is not to be unreasonably withheld. Whereas the cost to defend the District Parties charged to the Contractor shall not exceed the proportionate percentage of the Contractor's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such defendant shall meet and confer with other parties regarding unpaid defense costs. The District Parties shall have the right to accept or reject any legal representation that the Contractor proposes to defend the indemnified parties.

13. Insurance.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000
Crime/Fidelity Bond covering theft of District's monies, securities, and other property committed by Contractor's employees or subcontractors. May be by surety bond or appropriately endorsed commercial crime policy.	\$ 50,000

- **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
 - **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Contractor's profession, coverage to continue through completion of construction plus three (3) years thereafter.
- **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - An endorsement stating that the District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

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

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

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

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

18. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is

entitled pursuant to applicable law. The District's evaluation may include, without limitation:

- Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
- Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

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

20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

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

District:

Imperial Community College District
380 E. Aten Road
Imperial, CA 92251
Email: cesar.vega@imperial.edu
ATTN: Cesar L. Vega, Vice President of
Administrative Services

Contractor:

[NAME]
[ADDRESS]
[CITY, CA ZIP]
Email: [EMAIL]
ATTN: [NAME, TITLE]

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

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
26. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
28. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
29. **Tolling of District's Claims.** Contractor agrees to toll all statutes of limitations for District's assertion of claims against Contractor that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Contractor's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
30. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
31. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
32. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
33. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
34. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

Dated: _____, 20__

Dated: _____, 20__

Imperial Community College District

[Contractor Name]

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Print title: _____

Print Title: _____

Information regarding Contractor:

License No.: _____

_____:

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

EXHIBIT "A"
SCOPE OF SERVICES
Imperial Valley College – MAIN CAMPUS
1380 E. Aten Road, Imperial, CA 92251.

Contractor's entire Proposal is **not** made part of this Agreement.

The Contractor shall provide services as needed, as determined by the District, conduct on-site assessments and evaluate vulnerabilities and report findings to the Campus Safety Manager. The objective of these services will be to protect the District's property, as well as students, employees and community members who enter the campus grounds and facilities.

General Security Guard responsibilities: Circulate throughout the campus to maintain an orderly atmosphere and perform related duties as required including protecting students, employees, community members and the premises.

Policy and Procedure/Operations - Thoroughly examine all relevant policies and procedures that relate to safety, security and overall preparedness. This will include observation of critical elements of the organization to ensure the features and policies and procedures are in alignment.

1. Equipment/Training - Review the District's Emergency Operating Procedures (EOP/ AP3505) training programs, drills, and examine all safety and security related equipment. The Contractor will be responsible for training and monitoring the performance of their security personnel. All security personnel provided to the District must be trained prior to being placed at the IVC, Campus. At minimum all training shall fulfill the State Requirements of 72330.5 California Education Code, enforcement of California Legislative Law SB-390, requiring all security officers who work in a community college to complete the training (SB-390) to include emergency kits, medical equipment, CCTV, and other relevant safety and security items.
2. Timelines – Security patrol services shall be provided based on the following schedules:

Hours of service:

Monday- Thursday 8:00 PM - 6:00 AM

Weekend (Friday night - Monday morning)
8:00 PM - 6:00 AM

Occasionally IVC will request additional guard(s) to provide security services for special events on campus. Security Contractor must be able to provide security guards for such events, and the hourly rate must be the same as in the main agreement.

The District has the option of changing scheduled hours or days without penalty provided the District gives Contractor at least three (3) day-notice.

District calendars and maps of sites will be provided during the non-mandatory conference and site-walk scheduled for Monday, January 22, 2024.

EXHIBIT "B"
SCOPE OF SERVICES
Lotus Living Community
1998 N. 12th Street, El Centro, CA. 92253.

Contractor's entire Proposal is **not** incorporated.

The Contractor shall provide services as needed, as determined by the District, conduct on-site assessments and evaluate vulnerabilities and report findings to the Campus Safety Manager. The objective of these services will be to protect the District's property, as well as students, employees and community members who enter the campus grounds and facilities.

General Security Guard responsibilities: Circulate throughout the campus to maintain an orderly atmosphere and perform related duties as required including protecting students, employees, community members and the premises.

Policy and Procedure/Operations - Thoroughly examine all relevant policies and procedures that relate to safety, security and overall preparedness. This will include observation of critical elements of the organization to ensure the features and policies and procedures are in alignment.

1. Equipment/Training - Review the District's Emergency Operating Procedures (EOP/ AP3505) training programs, drills, and examine all safety and security related equipment. The Contractor will be responsible for training and monitoring the performance of their security personnel. All security personnel provided to the District must be trained prior to being placed at the IVC, Campus. At minimum all training shall fulfill the State Requirements of 72330.5 California Education Code, enforcement of California Legislative Law SB-390, requiring all security officers who work in a community college to complete the training (SB-390) to include emergency kits, medical equipment, CCTV, and other relevant safety and security items.
2. Timelines – Security patrol services shall be provided based on the following schedules:
3. Contractor will provide unarmed security patrol services on a 10-hour shift schedule, seven (7) days a week, for a full 365 days a year, including weekends and holidays.
 1. 10-Hour Shift from 7:00 pm to 5:00 am
4. Lotus Living Community (Student Housing Program). To ensure the safety of students and staff, Contractor agrees to provide the following services:
 1. Security checks to be conducted around the perimeter at the Lotus Living Community every (30 minutes) including the front of the property, side gates and dumpster area.
 2. Lockdown and evacuation assistance
 3. Crowd control in case of an emergency
 4. Parking restrictions enforcement
 5. Visitor restriction enforcement
 6. Fire watch and report any possible hazards
 7. Will provide daily logs/updates of all incidents to IVC management designee(s)
 8. Foot, bike, and vehicle patrol, allowing only authorized personnel on the premises.

9. Will call local law enforcement in all emergencies, including but not limited to crisis interventions, mental health emergencies, (i.e., 5150 assistance)
10. Ensure all gates are secured, front, side, and back gates
11. Ensures the security, safety, and well-being of all personnel, visitors, and the premises
12. Patrols and monitors assigned areas of the Tiny Homes, grounds, and parking lots to deter, detect, report, and stop violations of the Student Housing Policies
13. Detects, investigates, and reports unauthorized or suspicious persons, vehicles, and activities
14. Will support the safety and security of all events at the Lotus Living Community
15. Will use good judgment in all emergencies
16. Will be informed on all evacuation routes and procedures in case of any emergencies or natural disasters

Occasionally, Lotus Living Community (Student Housing Program) will request additional guard(s) to provide security services for special events on site. Contractor must be able to provide security guards for such events, and the hourly rate must be the same as in the main agreement.

The District has the option of changing scheduled hours or days without penalty provided the District gives Contractor at least three (3) day-notice.

District calendars and maps of sites will be provided during the non-mandatory conference and site-walk scheduled for Monday, January 22, 2024.

EXHIBIT "C"

HOURLY BILLING RATES

Contractor's entire Proposal is **not** incorporated.

Provide hourly rates or other payment structure for which services outside the scope of services described herein will be provided.

DESCRIPTION OF SERVICES	PROPOSED RATE
Uniformed Unarmed Security Guard	\$_____per Regular hour
Uniformed Unarmed Security Guard	\$_____per Overtime hour

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)