



**PURCHASING &
MATERIAL MANAGEMENT**

MiraCosta Community College District

Purchasing Department

1 Barnard Drive | Oceanside, California 92056

**REQUEST FOR PROPOSAL
FOR
SECURITY SERVICES
RFP# 12-24**

**DEADLINE TIME/DATE FOR
SUBMISSION OF ELECTRONIC-BID PROPOSALS
11:00 AM
Thursday, March 28, 2024**

VIA BID PORTAL:

District's PlanetBids portal on the District's webpage: <https://miracosta.edu/districtbids> OR
<https://pbsystem.planetbids.com/portal/47167/portal-home>



I. TABLE OF CONTENTS

RFP# 12-24..... 1

I. TABLE OF CONTENTS..... 2

II. NOTICE TO BIDDERS..... 3

III. DATES AND TIMEFRAMES 4

IV. Background..... 4

V. Purpose..... 4

VI. PREPARATION OF PROPOSALS 4

VII. Evaluation of Proposal and Award 5

VIII. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS 9

IX. BIDDER INSTRUCTIONS 14

COMPANY INFORMATION AND SIGNATORY PAGE 16

RATE AND FEE SCHEDULE 20

NON-COLLUSION AFFIDAVIT 21

REFERENCES 22

AGREEMENT TO TERMS AND CONDITIONS 23

ATTACHMENT 1 - AGREEMENT 24



II. NOTICE TO BIDDERS

Notice is hereby given that MiraCosta Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than the date and time referenced under Section II – Dates and Timeframes, **ELECTRONIC** bid proposals for the Contract for the work generally described as:

RFP 12-24, Security Services

Bid and Contract Documents are available online on the District’s PlanetBids portal on the District’s webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be posted on this webpage. It shall be Bidder’s sole responsibility to conduct periodic checks of this webpage to identify and download any Addenda.

Each submittal must conform and be responsive to this Notice. The District reserves the right to reject any and all Proposals or parts of any Proposal and to waive any irregularities or informalities in any Proposal. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness.

Pre-bid inquiry requests shall be submitted electronically to the “Q&A” section of the District’s PlanetBids Vendor Portal, where the RFP was downloaded. Responses from the District will be communicated via the PlanetBids Vendor Portal by the date listed in Section II-Date and Timeframes. Inquiries submitted after the latest date and time for submitting Pre-Bid Inquiries set forth in Section II-Dates and Timeframes will not be accepted, or the District will not respond to late Pre-Bid Inquiries.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

BB Boynton
Buyer
Purchasing Department

Publication Dates:
1st: March 13, 2024
2nd: March 20, 2024



III. DATES AND TIMEFRAMES

ACTIVITY	DATE & TIME (PST)*
Bid Advertisement Dates	1st: March 13, 2024 2nd: March 20, 2024
DEADLINE FOR PRE-BID INQUIRIES	Submit via PlanetBids by: March 22, 2024 before 4:00 p.m.
DEADLINE FOR RESPONSE TO PRE-BID INQUIRIES	Uploaded to PlanetBids by: March 25, 2024 before 6:00 p.m.
DEADLINE TIME/DATE FOR SUBMISSION FO BID PROPOSALS	March 28, 2024 by 11:00 a.m. MUST SUBMIT ELECTRONICALLY (SEE BELOW FOR FURTHER INFORMATION)
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	District’s PlanetBids Vendor Portal at: https://miracosta.edu/districtbids OR https://pbsystem.planetbids.com/portal/47167/portal-home
Interviews (optional)	To Be Determined
Anticipated Board Approval	Thursday May 16, 2024

IV. BACKGROUND

The MiraCosta Community College District has served the coastal North San Diego County area for over 80 years. Over 70 disciplines provide students with opportunities to earn an associate degree, university transfer, and workforce readiness certificate programs. The college also provides a wide spectrum of educational needs in the region ranging from programs for adult education, community education, basic skills, and ESL to a California Community College pilot program offering the nation’s first baccalaureate degree in biomanufacturing. As a Hispanic Serving Institution (HSI), veteran and military supportive institution, and Achieving the Dream Leader College, MiraCosta College fosters the academic and holistic success of its diverse learners within a caring and equitable environment to strengthen the educational, economic, cultural, and social well-being of the communities it serves. For more information, visit miracosta.edu.

V. PURPOSE

The District is seeking Proposals from qualified bidders to provide security services across four campuses throughout San Diego County (Oceanside, Cardiff, and Carlsbad). The contractor will provide both armed and unarmed security officers in marked patrol vehicles. The contractor will be expected to conduct routine patrols at all four locations when covering shifts. The contractor will oversee all security officers and their activities and provide all necessary labor’s supplies, and equipment to provide the requested services.

The selected Bidder shall enter into a five (5) year contract effective July 1, 2024, through June 30, 2029.

VI. PREPARATION OF PROPOSALS

ELECTRONIC Proposals must be received by, but no later than the date and time referenced under Section II-Dates and Timeframes. The Bid and Contract Documents are available online on the District’s PlanetBids portal on the



District's webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Bidders must be registered with PlanetBids to view and download the documents. There is no registration charge to sign up. Any and all Bid Addenda will be issued the District's PlanetBids portal. It shall be Bidder's sole responsibility to conduct periodic checks of the PlanetBids portal to identify and download any Addenda. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness. In the event this RFP is obtained through any means other than the District's PlanetBids portal, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document. Should there be any questions as to changes to the content of this document, the District's PlanetBids portal documents shall prevail.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposals, and to waive any irregularities or informalities in any Proposals. Pre-bid inquiries requests shall be submitted electronically to the "Q&A" section of the District's PlanetBids Vendor Portal by the deadline referenced in Section II-Dates and Timeframes. Inquiries after the date and time stated above will not be accepted. Responses from the District will be communicated via the PlanetBids Vendor Portal system to all recipients of this RFP.

VII. EVALUATION OF PROPOSAL AND AWARD

The District will award the contract to a responsive and responsible vendor whose proposal is most advantageous to the District. In accordance with District AP6430, the contract will be awarded based upon a "best value" evaluation. Criteria used, but not limited to, the following:

- **Responsiveness.** Responsiveness of the Proposals clearly states the Bidder's practice areas, services, and in meeting the requirements of the RFP.
- **Experience/Ability.** The extent of the Bidder's previous experience working with institutions of higher education, and specifically with community colleges, on said services. Such experience will also include assessment of the Bidder's outcomes for particular matters handled by the firm for higher education institutions.
- **References.** Information obtained by the District from the Bidder's provided references and other clients.
- **Proposed Pricing.** The Bidder's proposed fees for services provided, including detailed fee schedules for different service requirements as referenced in Exhibit B, and a detailed explanation of billing practices.
- **Other Financial Benefits.** Bidder's proposal on commissions, sponsorship funds, rebates, donations and/or other funding.

Under the District's best value evaluation method, the bidder with the lowest rates may not be awarded this contract. Responsive contractors may be asked to attend an interview to help the district in its evaluation. The District reserves the right to evaluate the competency and responsibility of all proposing service companies and to evaluate the ability of any proposing company to perform all conditions of the contract to assure the award of this contract to a firm able to produce the quality of service required and intended by these specifications. The District reserves the right to negotiate with and/or request best and final offers from selected Bidders as the District may deem appropriate in its sole and absolute discretion.

Optional Proposal Interviews. It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Bidders who submitted Proposals. The Bidders will be notified of the time and exact location in advance of any interview. The purpose of this interview is to confirm information provided in Proposals submitted by the Bidders. This will also be another opportunity for the section committee to request



additional clarifications. In these interviews, the Bidder may expand on the information provided in its key personnel present as the primary representatives during this process.

Cancellation of Solicitation. The District may cancel this solicitation at any time.

Modifications to Submitted Proposal. A Bidder may modify its proposal it has already submitted any time PRIOR to the time/date deadline for submission of proposals. Modifications to a proposal must be made thru the District's PlanetBids Vendor Portal referenced under the General Terms and Conditions of this document. Vendor must re-submit its proposal as directed on the PlanetBids Vendor Portal. All proposals must show the status of "Submitted".

Contract Award. The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder with the Best Value. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services areas, and business practices of all Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder's potential ability to perform under the terms of this Proposals. The District also has the right to inspect the facilities and operations of the selected Bidder at any time during the contract period.

Notice of Intent to Award Contract. Within thirty (30) calendar days following the bid closure, the District intends to issue a Notice of Intent to Award Contract, identifying the name of the selected Bidder to whom the District intends to award the contract and the date of the District's Board of Trustees meeting at which the Board will entertain a motion for award of the contract. Such Notice will be emailed via the District's PlanetBids bid management portal to Bidders submitting a proposal. The District may, at its sole and exclusive discretion, elect to shorten or extend the time for its issuance of the Notice of Intent to Award Contract.

Execution of the Agreement. The awarded Bidder shall execute a written Agreement with the District within ten (10) working days after the Board of Trustees have entered into a motion approving award of contract. Notice of Award will be communicated to the awarded Bidder via email. The Agreement shall be made in the form adopted by the District and incorporated in these RFP Documents. The awarded Bidder warrants that it possess, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the Scope of Work in compliance with all federal, state, county, city and District guidelines, including Board policies and regulations which are applicable.

Failure to Enter into Contract. If, upon Notice to Award by the District, the Bidder fails to enter into the Agreement within the specified time period, the pending award will be deemed rescinded. Thereafter, at the sole discretion of the District, award of the contract may be made to another Bidder.

GENERAL TERMS AND CONDITIONS

Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP (Attachment 1) and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposals as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order (if applicable). All of the above documents are intended to be consistent and be complementary. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on the Agreement to Terms and Conditions document and submitted at the time of Proposals. No additional terms and



conditions will be accepted following receipt of Proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process. The winning Bidder's Proposal and all documents submitted will be incorporated into the District's Agreement.

Conflict of Interest/Restrictions on Lobbying and Contacts: For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.

Limitations and District Rights: The District makes no representation that issuance of this RFP or participation in the RFP process will lead to an award of the Contract. The District reserves the right to modify this RFP, the documents accompanying this RFP or requirements relating to the RFP by issuance of Addenda to this RFP. The District may waive minor irregularities in a Proposal or submission of a Proposal.

Limitations and District Rights: The District makes no representation that issuance of this RFP or participation in the RFP process will lead to an award of the Contract. The District reserves the right to modify this RFP, the documents accompanying this RFP or requirements relating to the RFP by issuance of Addenda to this RFP. The District may waive minor irregularities in a Proposals or the submission of a Proposal. It is at the sole discretion of the District to reject all Proposals.

Negotiations. The District expressly reserves the right to conduct negotiations and discussions with Respondents submitting responsive Proposals. Such negotiations and discussions, if conducted by the District shall be conducted fairly and impartially. To ensure fair and impartial negotiations and discussions, the following procedures will be implemented: (i) Respondents timely submitting a responsive Proposal will be invited to participate in negotiations/discussions at the District's discretion; (ii) the order of negotiations/discussions with Respondents will be randomly selected by the District; and (iii) each Respondent must have present at the scheduled date/time of its negotiation/discussion with the District, its principals or others with full and complete authority to bind the Respondent.

Preparation Expenses: The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

Public Records: Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the RFP become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the RFP. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of



the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

Pre-Bid Inquiries: Bidders may submit and are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests before the latest date for submittal of Quotes as referenced in the Calendar of Events section above. Pre-bid inquiries or clarification requests shall be submitted electronically to the "Q&A" section of the District's eBid system where the Bid was downloaded. Responses and/or Addenda from the District will be posted on the District's PlanetBids vendor portal noted on the Call for Bids. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Inquiries after the date and time stated above will not be accepted.



VIII. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

PERFORMANCE: Quality guard services will be required, including full performance of all specified daily services, from the first working day of the agreement.

EMERGENCIES: In case of an emergency condition requiring immediate attention, the service provider shall add guards or divert guards, as specified by the MiraCosta College Police, from their normal assigned duties to meet the condition. When guards are no longer needed for the special work assignment, they shall be directed to return to their normal assignment. Unless additional personnel are involved, no additional costs shall be charged to MiraCosta College. If additional personnel are involved, the service provider shall be compensated at the agreement hourly rate. The service provider will not be penalized for the normal daily work that was otherwise scheduled.

RECORDING PRESENCE: The service provider shall require guards to sign in and out at the start and end of their work shifts, and record work activities as may be procedurally stipulated. The service provider shall keep an accurate record showing the name of each guard, and the actual hours worked each calendar day by each guard. The record shall be available upon request for inspection by MiraCosta College.

LICENSE: The security firm shall possess all required licenses, including being licensed in California as a private patrol operator. In addition, all security guards shall be licensed.

ADMINISTRATION

AUTHORIZED REPRESENTATIVE: At least five days prior to the agreement start date, the service provider shall submit in writing to The District the names of at least two representatives who are authorized to always act for the service provider in every detail. The representatives, location, and availability must be satisfactory to the college.

PRELIMINARY INSPECTIONS: At least five days prior to the agreement's start date, the service provider shall make an on-site review of total job requirements. At this time, the service provider shall review in detail the general types of work performed by the employees at any District locations.

PERFORMANCE INSPECTIONS: The college will periodically conduct on-the-job inspections and audit of adherence to procedures to determine the overall quality of performance, the job knowledge of individual guards, the effectiveness and extent of guard training, and the conduct and appearance of guard personnel. The service provider shall provide random and anonymous inspections of guards assigned to District locations at least one time per month and shall provide the MiraCosta College Police with a written report of the inspections.

REQUIRED SERVICES

GENERAL: The service provider shall furnish all labor, uniforms, badges, equipment (e.g., flashlight, cell phone, radio, handcuffs, chemical agents [mace], materials, supplies), and supervision to satisfactorily perform the protection and patrol services in the manner and requested. All security equipment shall be concealed under the guard uniform. Pictures of all uniforms and equipment shall be submitted by awarded contractor and approved by the MiraCosta College police. All guards must be trained and certified for the administration of



basic first aid. Qualified service provider shall have the ability to provide armed guard services, including concealed weapon guard services, should the college require such service during the course of the agreement.

SERVICE REQUIREMENTS: The service provider shall provide, operate, and maintain a protection force to perform security and receptionist functions (at specified sites) and other related functions, including the operation, proper use, and response to site fire alarm systems and other protection devices.

ACCESS CONTROL:

1. PROPERTY: Guards shall control ingress and egress to building and site. The service provider shall be responsible for ensuring that guards do not disturb papers on desks, open desk drawers or cabinets, enter unauthorized areas, or use college property, including telephones, except as authorized.
2. SAFETY: The provider shall perform all reasonable and necessary services to ensure the safety and protection of all site occupants (including, but not limited to, city employees and visitors) from injury, molestation, assault, and robbery; and, where reasonable and practicable to do so, ensure the protection of real and personal property against land loss or damage from any preventable cause including, but not limited to, fire, theft, and trespass. The college acknowledges that the service provider is not an insurer of the safety of others or property and can only exercise its best efforts to deter and/or prevent crime; and that all criminal and/or intentional acts by others cannot be deterred even where the best efforts of a trained, experienced, and educated guard service are employed.
3. INSPECTION TOURS: Guards shall make inspection tours in accordance with patrol routes and schedules established by the college. Where installed, reporting systems shall be used by the guards to record their presence at the designated stations.
4. CUSTOMER SERVICE: Guards shall provide information and direction as needed. Guards shall be professional and courteous at all times, opening the doors as needed, and engaging in minimal socializing.
5. HAZARDOUS CONDITIONS: Any potentially hazardous conditions and items in need of repair shall be reported immediately to a college police representative.
6. LAW AND ORDER: Guards shall use their best efforts to maintain law and order in their areas of assignment. Hostile situations shall be diffused, whenever reasonably possible, and police shall be summoned when the matter cannot be reasonably handled.
7. REPORTS AND RECORDS: Guards shall prepare required orders, instructions, and reports (including reports on accidents, fires, incidents, and criminal activity), and shall maintain and make available all records in connection with duties and responsibilities of the assignment.
8. MAIL AND MESSAGES: Guards shall, as directed, receive, safely keep, and turn over to appropriate persons, official mail, messages, and related items, and receive telephone calls in connection with the responsibilities of the assignment. Guards shall immediately report any suspicious packages which they receive, observe, or of which they become aware; and any threatening telephone calls receive to the MiraCosta College police supervisor, their site supervisor, and the proper law enforcement authorities, as appropriate.
9. TRAFFIC CONTROL: Guards shall, as required for special circumstances, provide traffic direction and control, and/or monitor admittance to parking areas. Where required, guards shall assist in clearing areas for emergency vehicles.
10. EMERGENCY ASSISTANCE: In the event of an emergency or unusual occurrence that adversely affects any District site, guards shall immediately summon appropriate assistance (including police, fire, or medical), and immediately notify the designated MiraCosta representative or other designated officials.



Guards shall work independently while complying with the policies of the MiraCosta Colleges' police department.

11. CIVIL DISTURBANCES: Guards shall perform other services as may be reasonably necessary during situations or occurrences, such as: civil disturbances, attempts to damage college property, or other criminal acts adversely affecting the security and/or safety of college employees and visitors at college facilities.
12. NATIONAL EMERGENCIES: Guards shall perform any special services that may be required during periods of national emergency as prescribed by the department of homeland security or other federal agencies, or by state and local law enforcement agencies.
13. BUILDING RULES AND REGULATIONS: Guards shall observe and enforce posted rules and regulations governing the public facilities.

QUALIFICATIONS OF PERSONNEL

PERSONNEL INFORMATION: Guard's information, including name, phone number, and guard card information shall be emailed to the college police representative prior to guard reporting to the post using Guard's information shall include checkboxes for:

- GUARD CARD
- MEDICAL CLEARANCE
- DRUG TEST
- BACKGROUND CHECK
- ONE YEAR EXPERIENCE
- FIRST AID/CPR CERTIFICATION

EDUCATION: Guards shall possess a high school diploma or equivalency (GED), and have at least one (1) year of satisfactory work experience as a security guard demonstrating the ability to:

1. Fluently speak, understand, read, and write English to at least an 8th grade level. Read, understand, and apply rules, detailed orders, instructions, and training materials. Construct and write clear, concise, accurate, and detailed reports.
2. Training in first aid, including CPR, is required.
3. Meet and interact with the general public in a manner that is sensitive to the needs and concerns of diverse cultures and people.
4. Maintain poise and self-control under stressful situations and have the ability to diffuse possible hostile encounters with members of the public.

PHYSICAL CONDITIONS: Guards shall be in good general health without physical defects or abnormalities that would interfere with the performance of their duties;

DRUG SCREEN: Service provider must provide proof of drug and alcohol screening of all guards working for the college's request. Drug and alcohol screening will be performed at the service provider's expense.

SECURITY REQUIREMENTS: Guards shall have a permanent registration issued by the state of California, department of consumer affairs, bureau of security and investigative services. Guard registration shall remain current at all times. Guards shall be fully trained prior to first reporting day. The college will not be responsible for any training costs. In addition, guards shall have training and certification involving use of batons and



chemical agents (such as mace). No equipment shall be carried or used other than that which has been approved by college police.

BACKGROUND INVESTIGATION: Guards shall have a background investigation that, at a minimum, includes employment and residence verification for the past five (5) years; fingerprint identification; any criminal felony or misdemeanor convictions in the previous seven (7) years, including any listing on a sex offender registry; a social security number trace; a department of motor vehicles driver's record. Psychological testing such as a Stanton survey[®] and a Stanton profile[®]. Where applicable, an immigration and naturalization service form i-9 "employment eligibility verification" and a defense department form dd-214 "report of separation" shall also be included. MiraCosta College police department may also provide additional background investigations.

SPECIAL REQUIREMENTS FOR SUPERVISORS: Supervisors shall display a mature attitude and exercise good judgment. Each supervisor shall have satisfactorily demonstrated the ability to supervise security personnel in a similar security, law enforcement, or military environment.

APPEARANCE: Guards shall wear clean uniforms and maintain proper hygiene at all times when on duty. Faces shall be clean shaven with properly trimmed facial hair. The provider's guard uniform shall be professional in appearance, paramilitary style, acceptable to MiraCosta Police, and worn at all times. To the extent practical and allowing for size variations, all guard uniforms shall be identical. Guards shall wear an identification badge that includes their first and last name with a current photograph, and company id patch. The service provider shall be responsible for purchasing and cleaning the uniforms, and for ensuring that they are properly worn.

DRIVER'S LICENSE: Guards that are assigned to driving duties shall possess a current California driver's license at all times. Guards shall obey all traffic laws and utilize good driving practices at all times.

EXPERIENCE: All guards assigned to the MiraCosta College shall have at least one full year of experience providing security guard services for a similar type of account.

STANDARDS OF CONDUCT

The service provider shall be responsible for guard performance, and for maintaining standards of competency, conduct, appearance, and integrity. All security guards shall be thoroughly and specifically trained prior to being assigned to a post.

The following conditions or criteria shall be grounds for removal from duty of any security guard who is found to be in violation:

Violation of any requirements of the specifications or contract, or of any relevant, established college rules and regulations.

Neglect of duty, including sleeping while on duty; unreasonable delays or failure to carry out assigned tasks; conducting personal business while on duty; or refusing to render assistance or cooperate in upholding the integrity of the approved security program.

Insubordination or disrespect towards supervisors or management representatives of both the service provider and MiraCosta College; or any disrespectful, improper, or unnecessary conduct towards MiraCosta College employees, elected officials, or members of the general public.



MiraCosta college reserves the right to request the replacement of any guard at any time, without explanation, at the discretion of MiraCosta College. Depending on the circumstance, this replacement shall occur as soon as possible, but not later than the start of the next work shift of the guard to be replaced.

REPORTING

The awarded contractor shall submit separate, itemized work reports for each facility, including records for confirmation points, monthly to the MiraCosta College Police.

At any time, the district representative may request certified time records from the service provider for verification.

LOCATION AND SHIFTS

- Oceanside Campus – 1 Barnard Drive, Oceanside, CA 92056
- Community Learning Center (CLC) = 1831 Mission Avenue, Oceanside, CA 92054
- San Elijo Campus – 3333 Manchester Avenue, Encinitas, CA 92007
- Technology Career Institute (TCI) – 2075 Las Palmas Drive, Carlsbad, CA 92011

DAY	SUNDAY THROUGH SATURDAY
A SHIFT	0700-1500
B SHIFT	1500-2300
C SHIFT	2300-0700

END OF SECTION



IX. BIDDER INSTRUCTIONS

1) Preparation and Submittal of Bid Proposal: All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on forms not issued by the District are non-responsive and will be rejected.

1.1. Electronic Bid Proposal Submittal. All bids shall be submitted before date/time set forth in the Notice to Qualified Bidders via the District's PlanetBids vendor portal. Bid Proposals which are not submitted through the PlanetBids portal are non-responsive and will be rejected. The District is not responsible for or liable to Bidders for: (i) inaccessibility of the PlanetBids portal; or (ii) untimely, incomplete or inaccurate data submitted through the PlanetBids portal. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771.

1.2. Electronic Submission Requirements. Bidders must enter proposed pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required. The proposed pricing provided in the Bidder's electronically submitted bid form is binding on the Bidder and will be used by the District for determination of Best Value. Bidders must attach a pdf file(s) to the electronic bid submission containing all the completed and signed Bid Documents. Bidders experiencing any technical difficulties with the bid submission process may contact the PlanetBids System Support at 818-992-1771. If you continue to have difficulty, contact the District's Purchasing Department at by email at bboynton@miracosta.edu. Neither the District nor the District's bid management system, make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time.

1.3. Bid and Contract Documents. The Bid and Contract Documents are available only through the District's PlanetBids portal. The District's PlanetBids portal may be accessed through the District's Purchasing webpage: <https://miracosta.edu/districtbids> OR <https://pbsystem.planetbids.com/portal/47167/portal-home>. Vendors must be registered to view and download the documents. There is no charge to sign up. Any and all Project Addenda will be posted on this webpage. It shall be Bidder's sole responsibility to conduct periodic checks of this webpage to identify and download any Project Addenda.

Date and Time of Bid Proposal Submittal. The PlanetBids clock is controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after. Bid Proposals submitted after such time are nonresponsive. Bid results after the deadline for submitting Bid Proposals on the District's PlanetBids vendor portal.

2) Mandatory Documents for Submission: The following must be submitted electronically with Bidder's Proposal:

- Company Information and Signatory Page
- Rate and Fee Schedule
- Non-Collusion Affidavit
- References
- Agreement to Terms and Conditions

All of the above must be in the form and content included within this RFP's Documents.



- 3) Proposal and Rate/Fee Schedule(s):** Bidder must enter pricing in the electronic bid form for any and all line items or a lump sum bid amount, as required.
- 4) Non-Collusion Affidavit:** Bidders shall submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- 5) References Form:** Bidder shall provide a minimum of three (3) Customer References similar in scope, such as corporations, businesses, and other higher ed institutions with three (3) or more years' experience with the Bidder. A minimum of three (3) verifiable references similar in scope, such as corporations, businesses, and other public or private educational institution and/or California public agency shall be listed on the "References" sheet provided in this RFP. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to comment on the Bidder's related experience fully.
- 6) Agreement to Terms and Conditions:** Bidders shall complete and submit the Agreement to Terms and Conditions with its Proposal. Should Bidder request edits to the Agreement (Attachment 1) for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.
- 7) Optional Additional Materials:** Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.

END OF SECTION



COMPANY INFORMATION AND SIGNATORY PAGE

Company Name: _____

Business Address: _____

Name of Primary Point of Contact (POC) for RFP: _____

POC's Direct Telephone Number: _____ Fax: _____

POC's Email: _____ Website: _____

Type of Firm:

Corporation LLC Proprietorship Partnership Joint Venture

If other, please describe: _____

Business License Number (must be active and in good standing. If not, District will find Bidder non-responsive): _____

Number of years in business under firm name: _____

Number of years as a provider of this type services: _____

Number of years as a provider of services: _____

Names and titles of all your owners (>10% ownership), officers, principals, responsible managing officers and responsible managing employees:

Name:

Title:

Has the firm changed its name within the past 3 years? YES NO

If YES, provide former name(s): _____

Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES NO If YES, explain: _____

Have officers or principals of the firm ever had their business license suspended or revoked for any reason? YES

NO If YES, explain: _____

State your firm's gross revenues for each of the last three years:

Current Year: _____

Last Year: _____

Year before last: _____

Has your firm ever reorganized under the protection of bankruptcy laws? YES NO

If YES, please enter date of reorganization: _____



Certifications:

- Small Business Enterprise (SBE) Certifying Agency: _____
Certification Number: _____
- Minority-Owned Business Enterprise (MBE) Certifying Agency: _____
Certification Number: _____
- Woman-Owned Business Enterprise (WBE) Certifying Agency: _____
Certification Number: _____
- Disabled Veteran Business Enterprise (DVBE) Certifying Agency: _____
Certification Number: _____
- Other Business Enterprise: _____
Certifying Agency: _____ Certification Number: _____

1) Please respond to the following questions. Use additional sheets as needed.

Please describe the process and procedures for how your guards are trained?

Please describe your company’s process for conducting background checks for employees.

Please describe how guards assigned to any District location are monitored.

Does your company provide both Armed and Un-Armed guard services?

What technology tools and software do you use for managing security services?



Please provide the names, titles and contact information for the various areas needed. (e.g. Business Contact, Scheduling, Supervisor, etc.)

Please list and provide evidence of applicable licenses and certifications held by your company.

Do you have a dispatch center? If not, how do you deploy/contact your guards?

2) Insurance Requires

Respondent has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.

- Yes
- No (Please provide additional information)

Respondent has a current professional liability policy (including Sexual Abuse and Molistation) of insurance with coverage limits of at least Three Million Dollars (\$3,000,000) in the aggregate.

- Yes
- No (Please provide additional information)

Respondent has a current automotive liability policy of insurance with coverage limits of at least One Million Dollars (\$1,000,000) in the aggregate.

- Yes
- No (Please provide additional information)

Respondent has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- Yes
- No (Please provide additional information)

At any time during the last ten (10) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

- Yes (Please provide additional information)
- No



Name and title of person responsible for submission of this proposal and the responses to this questionnaire:

Signature: _____ Date: _____

Print Name and Title: _____

Phone: _____ Email: _____



RATE AND FEE SCHEDULE

Please provide a description of your services and fees for the five year term of the contract. Hourly rates shall be inclusive of labor, uniform, materials, training, equipment, supervision, administration and overhead, and any activity needed to ensure complete delivery of the scope.

Unarmed Guard Services					
	Year 1	Year 2	Year 3	Year 4	Year 5
Hourly Rate					
Overtime Rate					
Holiday Rate					

Armed Guard Services					
	Year 1	Year 2	Year 3	Year 4	Year 5
Hourly Rate					
Overtime Rate					
Holiday Rate					

Alarm Response Call-Out					
	Year 1	Year 2	Year 3	Year 4	Year 5
Per Response Rate					

Provide description and cost for the full contract term of any additional services or fees on a separate page.

Name and title of person responsible for submission of this proposal and the responses to this questionnaire:

Signature: _____ Date: _____

Print Name and Title: _____

Phone: _____ Email: _____



NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH Proposal

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

BIDDER _____

(Type or print complete legal name of Bidder)

BY _____

(Signature)

Name _____

(Type or print)

Title _____



REFERENCES

Bidder shall provide a minimum of three (3) Customer References similar in scope, such as corporations, businesses, and other higher ed institutions with three (3) or more years' experience with the Bidder.

REFERENCE #1

NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTES	

REFERENCE #2

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTES	

REFERENCE #3

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
PRIMARY POINT OF CONTACT	
DATES OF SERVICE	
APPROX. FTES	

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)



AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with Bidder's Proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

_____ Bidder accepts the form of Agreement without exception.

OR

_____ Bidder proposes exceptions/modifications to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

- 1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

BIDDER _____ (Type or print complete legal name of Bidder)

BY _____ (Signature)

Name _____ (Type or print)

Title _____



ATTACHMENT 1 - AGREEMENT

This Basic Services Agreement ("Agreement") is made and entered into by and between the **MiraCosta Community College District**, a community college district of the State of California ("District") and **Legal Entity Name** ("Contractor"). District and Contractor are referred to in this Agreement individually as "Party" and collectively as "Parties."

WHEREAS, Contractor warrants and represents to District that Contractor has the experience, qualifications, expertise, and resources to successfully and effectively perform the Services described in this Agreement, is properly licensed or certified to perform the Services, and will provide the Services to the District in compliance with all applicable laws and regulations; and

WHEREAS, the District advertised an RFP 12-24 for Security Services; and

WHEREAS, the District desires to engage Contractor for the purpose of performing the Services described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Services to be provided by Contractor.** Contractor shall perform the services for the District as set forth in this Agreement and in the attached Exhibit A, which is fully incorporated into this Agreement by this reference (collectively "Services"), and in accordance with the terms and conditions in this Agreement. Contractor agrees to perform the Services consistent with the professional skill and care of Contractor's profession and in compliance with all applicable laws and regulations. All of Contractor's activities will be at its own risk and Contractor is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. Contractor assumes full responsibility for the acts or omissions of Contractor's employees, agents, consultants, and subcontractors as they relate to this Agreement or the Services. The Parties agree that the Contractor will immediately remove any of Contractor's employees, agents, consultants, or subcontractors from the District's facilities upon the District's instruction, as determined by the District in its sole discretion, for any or no reason. Contractor agrees to promptly provide a replacement employee, agent, consultant, or subcontractor acceptable to the District to perform the Services
- 2. Time is of the Essence.** Contractor agrees that time is of the essence and Contractor shall perform the Services in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement. Contractor shall promptly notify the District of any expected delay in the performance of Services.
- 3. Term.** This Agreement will begin and will be completed by the dates specified in Exhibit A. Completion of the Services, including all deliverables as described in Exhibit A, must be made to the satisfaction of the District.
- 4. Compensation.** The District shall pay the Contractor for Services satisfactorily performed in the manner and amount specified in Exhibit A.
- 5. Licenses and Permits.** Contractor and all of Contractor's employees, agents, consultants, and subcontractors, will secure and maintain in force throughout the term of this Agreement all licenses, permits, qualifications, and approvals as are required by law, in connection with the performance of the Services.
- 6. Taxes.** Contractor will fully complete, and provide to the District as required, the Internal Revenue Service W-9 form or other required reporting forms. Contractor acknowledges and agrees that it is Contractor's sole



responsibility to make the requisite tax filings and payment to the appropriate federal, state, or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligations. Contractor is solely responsible for all tax consequences and obligations related to the Services and the District's payment for the Services, and Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

7. Expenses and Equipment. Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services, including any and all licensing or permit fees, instrumentalities, supplies, tools, equipment, or materials needed to perform the Services. If the District furnishes any goods, materials, or other equipment to Contractor, Contractor assumes complete liability for those goods, materials, or other equipment. Contractor agrees to promptly pay the District the repair or replacement costs for such goods, materials, or other equipment not returned to the District in a satisfactory condition, as solely determined by the District.

8. Travel Expenses. All travel, lodging, and meal per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Contractor under the terms of the Agreement will be reviewed against the District's Employee Travel Policy. Current United States GSA Domestic Per Diem Rates (the "Rates") for meals are available at: <https://www.gsa.gov/travel/>. Current IRS mileage reimbursements rates are available at: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy and hotel rooms other than standard will not be reimbursed. Lodging charges are for reasonable, single occupancy, standard room rates. Lodging charges in excess of standard room rates will not be reimbursed.

9. Independent Contractor. In performing Services, Contractor shall be deemed and act as an independent contractor. Contractor understands and agrees that neither Contractor nor any of Contractor's employees, agents, consultants, or subcontractors shall be considered officers, employees, or agents of the District, and are therefore not entitled to benefits of any kind or nature that are normally provided employees of the District or to which the District's employees are normally entitled, including but not limited to workers' compensation or unemployment benefits. Contractor further understands that this Agreement is not intended to, and shall not be construed to, create a joint venture or association, or any other relationship whatsoever other than an independent contractor relationship. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District, except as to the results of the Services. Contractor acknowledges that: (1) Contractor is free from the control and direction of the District in connection with the performance of Services; (2) Contractor performs the Services outside the usual course of the District's business; and (3) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed for the District. To the furthest extent provided by law, Contractor agrees to defend, indemnify, and hold the District harmless from any claims, demands, liabilities, damages, penalties, or taxes resulting from any misclassification of Contractor's employees (as independent contractors) who provide Services under this Agreement.

10. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Contractor shall, at all times during this Agreement, comply with all applicable laws, regulations, rules, and policies governing or related to the Services. Contractor further agrees to comply with all applicable state and local laws, orders, and guidelines related to preventing occupational exposure to COVID-19, or other viral or bacterial agents as may be identified by local, state, or federal authorities as requiring specific mitigation and remediation procedures, that are now or



may in the future become applicable to the Contractor or the Services. Contractor shall also comply with all District policies, rules, and requirements, including those related to preventing exposure to COVID-19, at all times. Contractor is further responsible for ensuring that its employees, agents, consultants, and subcontractors providing Services under this Agreement are trained in safe work practices, the use of personal protective equipment (“PPE”), and other workplace standards that apply to preventing occupational exposure to COVID-19 or other viral or bacterial agents. Contractor agrees to promptly respond to safety requests made by District. To the furthest extent provided by law, Contractor further agrees to defend, indemnify and hold District harmless from any claims, demands, or liabilities (including attorneys’ fees and costs), brought by Contractor’s employees, agents, consultants, or subcontractors, for claims of injury or illness while present at the District’s facilities or performing Services for the District, including exposure to COVID-19 or other viral or bacterial agents, or in any way arising out of or related to being present or performing services at District’s property. Contractor, its employees, and/or its subcontractors will, at all times, comply with the District’s COVID-19 protocols while at any of the District’s property locations: <http://miracosta.edu/contractor-covid-protocols>

11. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor. Termination will be effective on the date specified by the District in its notice. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination, or, as applicable, Contractor will refund to the District a pro rata share of any prepaid amounts or fees within 30 days of the effective date of termination. Upon or prior to the effective date of termination, Contractor shall provide the District with all documents, including final or draft documents, produced or collected by Contractor related to the Services.

12. Ownership of Work Product. The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the Services, including any intellectual property, systems, materials, documents, or other work product performed, produced, or created under this Agreement or related to the Services (collectively “Work Product”). Contractor assigns to District any and all rights Contractor could have, may have, or does have, in the Work Product, and District shall have all right, title, and interest in the Work Product, including the right to secure and maintain the copyright, trademark, and patent of the Work Product. The District shall be permitted, in its sole discretion, to reproduce, distribute, modify, and use the Work Product in any manner desired. Contractor consents to the use of Contractor’s name in conjunction with the sale, use, performance, and distribution of Work Product, for any purpose and in any medium.

13. Limitation of Liability. The District’s financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the 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 or for the Services performed in connection with this Agreement.

14. Indemnification and Hold Harmless. To the furthest extent provided by law, Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses of any kind, including reasonable attorneys’ fees and costs, whether actual or alleged, in law or equity, to property or persons, including personal injury, damages or injuries/illnesses, including COVID-19, wrongful death, contractual liability, infringement of a third party’s intellectual property rights, or damage to property (“Claim”), arising from or related to any act or omission of Contractor or its employees, officers, consultants, agents, subcontractors, or volunteers,



except the extent that a Claim is caused by the District's gross negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.

15. Insurance. Contractor must procure and maintain during the term of the Agreement, and must ensure that each subcontractor performing any part or portion of the Services will procure and maintain during the term of the Agreement, the following insurance with minimum limits equal to the amount indicated below.

- a. Commercial General Liability Insurance.** Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations (required from all contractors);
- b. Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance with limits not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles for all activities of Contractor or its employees, agents, consultants, or subcontractors arising out of or in connection with the Agreement or Services.
- c. Workers' Compensation and Employers' Liability Insurance.** In accordance with Section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees in the amount required by law. Contractor shall maintain required Employers' Liability Insurance with limits of not less than \$1,000,000 per occurrence (accident) and \$1,000,000 per employee (disease).
- d. Professional Liability Insurance (If applicable to type of service).** Professional Liability insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement by Contractor or any of Contractor's employees, agents, consultants, or subcontractors.
- e. Proof of Insurance and Insurance Terms.** Contractor shall not commence the Services or any work under this Agreement until it provides the District Certificates of Insurance with original endorsements evidencing the insurance coverage required herein. Each policy required herein, except workers' compensation and professional liability, shall be endorsed with specific language naming the MiraCosta Community College District and its trustees, officers, agents, employees, and volunteers ("Additional Insureds") as additional insured parties and waiving subrogation rights against the Additional Insureds, and each Certificate of Insurance shall so specify. Such certificates shall evidence all coverages and limits required by the District in this Agreement and shall specify that insurers will give the District thirty (30) days prior written notice of non-renewal or cancellation. Each policy required herein shall be primary to any other insurance or self-insurance available to the District, its officers, trustees, agents, employees, and volunteers, and shall apply separately to each. Contractor is solely responsible for the payment of any and all premiums, deductibles, or self-insurance retentions. Contractor will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Contractor's provision of the required insurance hereunder shall not act as a potential limitation on Contractor's liability.

16. Confidential Information. Contractor understands and acknowledges that during its performance of the Services it or its employees, agents, consultants, or subcontractors may have access to private and confidential information in the District's possession, custody, or control, including but not limited to private information regarding students, families, faculty, employees, staff, donors, alumni, or other personnel data or information, including a student's education records as defined by 20 USC section 1232g, and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). Contractor will not disclose, copy, or modify any Confidential Information without the District's prior written consent unless



otherwise required by law. Contractor will immediately notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. Contractor agrees to promptly return all copies of Confidential Information to the District upon expiration or termination of this Agreement. If the Contractor has access to Confidential Information, Contractor shall limit its employees', agents', consultants', and subcontractors' access to the records to those persons for whom access is essential to the performance of the Services. At all times during and after the term of this Agreement, Contractor shall comply with the applicable terms of the Family Educational Rights and Privacy act of 1974 (FERPA). Contractor may be required to execute supplemental confidentiality and non-disclosure agreements as solely determined by the District. This section shall survive the termination or expiration of this Agreement.

17. Disabled Accessibility and Electronic and Information Technologies. Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and will designate a contact person for expediting any complaints applicable to California Government Code §11135. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement. Contractor and any of its agents, consultants, and subcontractors shall provide credible, third-party verification demonstrating compliance of product accessibility per current requirements of the revised US Section 508 Standards or Web Content Accessibility Guidelines 2.0, Level AA (WCAG 2.0, AA) upon initial deployment and with each major subsequent release prior to production use by faculty, staff, or students. Appropriate documentation detailing the testing, including evaluation results, will be current and maintained.

18. Non-Discrimination. Contractor and District mutually agree that they will comply with all applicable federal and state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the Services, or against any other person, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status or any other category protected by law. Contractor agrees to require like compliance by all hired agents, consultants, and subcontractors.

19. Complaints and Investigations. Contractor will fully cooperate with District and will comply with all applicable laws and District and other community college district policies and requirements related to investigations of allegations of discrimination, harassment, and retaliation, including Contractor producing its directors, trustees, officers, agents, employees, consultants, and subcontractors for investigative interviews as deemed necessary by District.

20. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause applicable to this Agreement or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.

21. Audit. Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's employees', agents', consultants', or subcontractors' records and supporting documentation relating to the Services or the performance of this Agreement and any expenses or compensation incurred,



charged, or requested by Contractor. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment, unless a longer period of records retention is required or stipulated. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees, agents, consultants, or subcontractors who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement. This section shall survive the termination or expiration of this Agreement.

22. Registration for Public Works. If Contractor is performing a public work, as defined by California Labor Code Section 1720, Contractor must comply with all applicable rules and regulations, including adhering to the requirements of California Labor Code Section 1725.5 (Department of Industrial Relations Contractor Registration), as a prerequisite to performing any Services under this Agreement.

23. Advertising. Contractor shall not use the name of the District, its officers, trustees, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases, or otherwise without securing the prior written consent of the District in each instance.

24. Notice. All notices required or permitted to be given under this Agreement by either Party to the other, 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 requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:

Mina Hernandez
Director, Purchasing & Material Management
MiraCosta Community College District
1 Barnard Drive
Oceanside, CA 92056

For Contractor:

Contact information as referenced in Exhibit A

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.

25. Non-Waiver. The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

26. 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.



27. Conflict of Interest and Prohibited Interests. The District reserves the right, to require an affidavit from the Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject or terminate any Contractor or Contractor employee, if any such conflict is discovered.

28. Governing Law. This Agreement is governed and interpreted in accordance with the laws of the State of California. The Parties agree that any action brought to enforce this Agreement, or any other dispute or claim arising under this Agreement between the Parties, shall be brought in San Diego Superior Court.

29. Force Majeure. Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing the Services or any other obligations set forth in this Agreement due to an act of God, fire, strike, loss, shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, epidemics or pandemic, such as COVID-19, or other events that are outside of a Party's reasonable control, when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. For avoidance of doubt, the District's obligation to pay Contractor's invoices or other fees is excused to the extent Contractor is not performing the Services during a force majeure event.

30. Disputes. Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute. For avoidance of doubt, the Contractor agrees to continue providing Services in the event that the District disputes any portion of Contractor's invoices or other requests for payment.

31. Mediation; Arbitration. The Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement, they will participate in good faith in mediation and agree to equally share all mediator fees. Mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association in effect at the time of the filing of a demand for mediation. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a demand for arbitration. Arbitration proceedings shall be conducted at a location in the County of San Diego, California. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

32. Successors; No Assignment. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors or assigns of Contractor and the District. Contractor may not assign its rights or obligations of this Agreement without the prior written consent of the District.



33. Entire Agreement. This Agreement and its Exhibits constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. This Agreement may only be amended or modified in a writing signed by the District and Contractor. In the event that any term, condition, provision, requirement or specification set forth herein conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit or other attachment to this Agreement or other documents related to the Services, the provisions of the body of this Agreement shall prevail.

34. Recitals. The Parties agree the Recitals are true and are incorporated in this Agreement by this reference as though fully set forth.

35. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

36. Authority. Contractor warrants that the person signing this Agreement on its behalf is fully authorized to enter into this Agreement.



IN WITNESS WHEREOF, the District and Contractor have executed this Agreement as of the dates set forth below.

MIRACOSTA COMMUNITY COLLEGE DISTRICT

CONTRACTOR

Legal Entity Name

Signature: _____

Name: Tim Flood

Title: Vice President, Administrative Services

Date: _____

Signature: _____

Name: Name of Legal Authorized Signer

Title: Title of Legal Authorized Signer

Date: _____