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## 1. GENERAL INFORMATION

### 1.1. Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals to provide campus security services, for the Kern Community College District, on behalf of Cerro Coso Community College. Any resulting agreement will be between the supplier whose proposal is selected and the Kern Community College District ("District" or "KCCD").

### 1.2. District Contact Person

All questions regarding this Request for Proposal should be directed to:

Cammié Ehret-Stevens, Purchasing Coordinator - (661) 336-5155  
Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301

### 1.3. RFP Designations

The following designations are used interchangeably and will apply for the purpose of this RFP:

The term "Kern Community College District," "Kern CCD," "KCCD," "District," "Cerro Coso Community College" or "Cerro Coso College" or "College, as used in this RFP shall be construed to include its employees, officers and agents at its District Office and campuses.

The term "Vendor," "Candidate," "Supplier," "Bidder" or "Contractor" or "Consultant" shall mean any company who submits a response to the RFP to fulfill the conditions and terms of this RFP.

The term "Successful Vendor," "Successful Bidder" or "Awarded Vendor" shall mean the company awarded this contract.

### 1.4. Key Action Dates

Listed below are important times and dates related to this RFP, including deadlines by which certain actions must be taken. Any changes to these key action dates will be issued as amendments to all prospective Vendors. All times stated are Pacific Standard Time (PST).

First week Advertisement of RFP	January 7, 2019
Second week Advertisement of RFP	January 14, 2019
Deadline for RFP Questions	January 25, 2019 at 12:00 p.m.
RFP Submission Deadline	February 21, 2019 at 2:00 p.m.
Notice of Award	April 4, 2019
<i>Submitted to the Board of Trustees for Approval</i>	
Board Award Date	May 9, 2019
Anticipated Commencement Date	July 1, 2019

## 2. SCOPE OF PROPOSED SERVICES

The Kern Community College District on behalf of Cerro Coso Community College is seeking a successful vendor(s) to work collaboratively with the District in offering unarmed campus security services at multiple campus locations including Ridgecrest, Tehachapi, Lake Isabella and Eastern Sierra College Center-Bishop Campus.

### 2.1. College Profile

Cerro Coso Community College (established 1973) is a comprehensive community college serving the eastern Sierra Nevada and eastern Kern County regions of the State of California. Cerro Coso has multiple instructional sites which together cover the largest geographical service area (18,200 square miles) of any community college in California, serving a population of approximately 85,000.

The 320-acre Indian Wells Valley Campus is located in the upper Mojave Desert in the community of Ridgecrest, with a population of 28,000. Ridgecrest is located 130 miles northeast of Los Angeles and 120 miles east of Bakersfield.

The East Kern Center serves the communities of Edwards Air Force Base, North Edwards, Mojave, Boron, Tehachapi, and California City. The program is administered from Edwards Air Force Base where the college maintains an office provided by the United States Air Force. Associate degree programs in Liberal Arts are offered through the East Kern Center.

The Eastern Sierra College Center serves the communities of Mammoth Lakes, Bishop, Big Pine, Lone Pine, Independence, and Death Valley, as well as other locations in Inyo and southern Mono Counties. A comprehensive educational program with both day and evening classes is provided, including courses for transfer, general interest, general education, and occupational programs. College Centers are maintained in the communities of Bishop and Mammoth Lakes.

The Kern River Valley Campus serves the communities of the Kern River Valley from its campus at the Kern Valley Plaza in Lake Isabella. Students in Lake Isabella, Wofford Heights, Kernville, Mt. Mesa, South Lake, and Onyx can find easy access to the campus via public and private transportation. The campus offers both day and evening classes to provide educational alternatives including two-year programs leading to transfer to the university level, two-year AA and AS degrees, short-term vocational programs, single-course options which may lead to immediate employment, personal enrichment classes, and professional upgrade classes.

### 2.2. Intent

The Kern Community College District is seeking vendor(s) who are able to clearly demonstrate their relevant experience and expertise as it relates to unarmed campus security services.

## **2.3. Service Required**

### **2.3A Scope of Work**

Contractor will provide campus security personnel to:

- Perform foot patrols of the campus to ensure security of campus
- Perform door lock checks during foot patrols
- Escort students/faculty to/from vehicles in parking lot, as requested
- Keep daily activity records (DAR)
- Record any incident of suspicious activity and/or trespassers on appropriate reporting forms
- Enforce parking regulations (where applicable)

Campus security personnel will comply with all chain of command and reporting requirements set forth by the College, as well as all established policies and procedures applicable to the performance of their duties.

Specific routes and duties to be determined by the College. When new individuals are assigned to Cerro Coso Community College, they shall be directed to the College Safety and Security Manager. It is there that they will receive specific direction on the routes, building keys, access codes, and other college expectations.

Subcontracting is not allowed without prior approval of the Kern Community College District.

### **2.3D Contractor's Responsibilities**

Campus security personnel are employees of the Contractor, and the Contractor will pay all wages, benefits, and applicable taxes.

Supervision and Labor: Contractor will, at all times, furnish adequate quantities of qualified supervision and labor to maintain the progress of work.

Safety and Protection:

1. Contractor is exclusively responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.
2. Contractor will observe best practices, and take all precautions required by Applicable Laws, to provide for the safety and protection of all workers and persons that may be affected by the Work, and all real and personal property that may be affected by the Work.
3. Without limiting Contractor's duty to comply with all Applicable Laws in connection with worker safety and safety in general, Contractor will specifically comply with all applicable requirements of the Federal Occupational Safety and Health Administration (OSHA), the California Occupational Safety and Health Act, and applicable California Occupational Safety and Health regulations.
4. Contractor will comply with all College's site specific safety and environmental protection rules, regulations, requirements and practices.
5. Contractor will ensure that all personnel assigned to College meet legal

requirements for campus security (as mandated by SB 1626 and PC 830.32(A) and (B)). If additional legal requirements are in effect during the term of the contract, Contractor will assume that responsibility.

**Prosecution of Work:** Contractor will continue to diligently prosecute the Work notwithstanding any disputes or differences with College or others, including disputes regarding the scope of work, changes in the Work, and Contractor's right, if any, to an adjustment in the Contract Price or Contract Time.

**Daily Reports:** Contractor will prepare daily reports recording the daily activities at the Campus as specified by College.

**Uniforms:** All campus security personnel will be in clean, military pressed uniforms at all time while on duty. Uniforms will be worn as to clearly display security insignia. No items should be repaired, mended, or darned to the degree that it is distracting or appears unkempt. Uniforms should provide adequate support from extreme weather conditions. While on duty, all security personnel shall present a professional appearance.

**Cell Phone:** On duty personnel will carry a contractor provided cell phone to be used, as needed, for emergency communication with the local law enforcement agencies, local medical/ambulance services, and Contractor. Contact information for each campus security person will be provided to the College.

### **2.3E College Right to Audit**

Contractor shall maintain complete and accurate records of all work performed, including quantities of labor, equipment, materials and supplies used or consumed in the performance of the Work and a job cost report recording costs incurred in the performance of the Work. Contractor shall make its records of the Work performed available for inspection and copying by College upon 5 (five) days written notice.

### **2.3F College Initiated Training**

- a. In the event of College-initiated training, College will provide adequate notice (10 days, when possible) to Contractor of the need for the campus security personnel to attend;
- b. If travel is required, Contractor will be responsible for all travel arrangements and actual travel expenses incurred in connection with the campus security personnel's attendance at the College-initiated training;
- c. Contractor may invoice the College for such actual travel expenses incurred in connection with the campus security personnel's attendance at the College-initiated training only with respect to the following:
  1. Reimbursement for meals not provided during training at a rate not to exceed the College approved rates;
  2. Transportation to be used must be the most economical mode (i.e. rental car & fuel or mileage based on IRS approved rate, whichever is less).
  3. Lodging accommodations, as recommended from the list provided by the College, specific to the training location.

- d. College-initiated training does not alleviate the Contractor from its responsibility to ensure campus security personnel maintain appropriate certification, as required, for campus security operations.

### 2.3G Schedule of Hours

Minimum hours of coverage are described below for each campus:

- Ridgecrest Campus:
  - During the Semester (Spring, Fall, and Summer):
    - Sunday: 7:00PM to 11:00PM
    - Monday through Thursday: 7:00 AM to 11:00PM
    - Friday: 9:00AM to 1:00 PM and 10:00PM to 2:00AM
    - Saturday: 10:00PM to 2:00AM
  - Off Schedule (Winter):
    - Sunday: 7:00PM to 11:00PM
    - Monday through Thursday: 5:00PM to 9:00PM
    - Friday and Saturday: 10:00 PM to 2:00AM
  - Off Schedule (Summer):
    - Sunday: 7:00PM to 11:00PM
    - Monday through Saturday: 10:00PM to 2:00AM
- Lake Isabella Campus (leased facility with other tenants also present)
  - During the Semester (Spring and Fall):
    - Monday through Thursday: approximately 9 hours per day (afternoon/evening hours)
  - Off Schedule (Summer and Winter – EXCEPT JULY):
    - Monday through Thursday: approximately 4-9 hours per day (afternoon/evening hours)
- Tehachapi Campus (leased facility)
  - During the Semester (Spring, Fall, and Summer):
    - Monday through Thursday: approximately 4 hours per day (afternoon/evening hours)
- Eastern Sierra College Center – Bishop Campus
  - During the Semester (Spring, Fall, and Summer):
    - Monday through Thursday: approximately 4 hours per day (afternoon/evening hours)

At this time, the college is not interested in 24-hour, 7 day per week security services.

Schedules may be adjusted, as determined by the College. College will provide Contractor 10 days notice of any change in schedules.

Hours assigned for holidays during the semester may be reduced, as determined by the College.

Additional hours will be required over specific holidays including New Year's Eve and Independence Day, as determined by the College.

### **3. RULES AND INFORMATION GOVERNING COMPETITIVE PROCESS**

#### **3.1. Proposal Submittal Process**

1. All information must be entered legibly in ink or typewritten. The proposal submitted must not contain any erasures, interlineations, or other corrections.
2. Proposals shall be received by District, at the address stated in this RFP, on or before the date and time required. No oral, telegraphic, telephonic or facsimile proposals will be considered.
3. Corrections and/or modifications received after the specified closing time will not be accepted.
4. An authorized officer or employee of the responder must sign all responses.
5. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
6. Addenda issued by the District interpreting or changing any of the items in this RFP, including all modifications thereof, shall be responded to and incorporated in each proposal. The Vendor shall sign and date any Addenda Cover Sheet, submitting them with the proposal, or otherwise expressly acknowledge, in writing, receipt of all addenda.
7. All proposals received by the District will be considered a "Public Record" as defined in California Government Code section 6252 and shall be open to public inspection, except to the extent of the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to the District in a separate envelope or binder and must be clearly marked as a trade secret. The District will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and the District shall in no way be liable or responsible for any such disclosure. Vendors are advised that the District does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secret materials unless absolutely necessary. No part of the Vendor's proposal or supporting materials will be returned and such material will become the property of the District unless portions of the materials submitted are designated as proprietary at the time of submittal, and are specifically requested to be returned.
8. Interested Candidates shall submit two (2) copies of the requested information and one (1) electronic copy in sealed packaging to the address listed below:

Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301  
c/o Cammie Ehret-Stevens, Purchasing Coordinator

9. The delivery of a proposal to the District is the sole responsibility of the Vendor. Proposals will not be accepted subsequent to the date and time specified. Proposals received by the District after the specified deadline will not be considered.
10. The District may waive any immaterial deviation or defect in a proposal. The District's waiver shall in no way modify the RFP documents or excuse the Vendor from full compliance with the Scope of Work if awarded the contract.
11. The contract to be negotiated must include the aforementioned requirements, as requested by the District.

## **3.2. Submittal Requirements**

### **3.2A Qualifications of Bidder**

*Evidence of meeting the following Minimum Qualifications must be included with submittal:*

1. Bidder's principal staff member must have a minimum of five years' experience relevant to the work described herein.
2. Bidder's established corporate or company must have a minimum of five years' experience relevant to the work described herein.
3. Bidder must hold licensing as a security guard agency/private patrol operator per the State of California.

### **3.2B Experience and Reference Information**

Proposals will be considered from experienced companies who can demonstrate the capacity to meet all of the needs stated in this RFP. The successful bidder shall be an organization that has an excellent record as a provider of the type and scope of work detailed in this RFP. To illustrate this, bidders must provide as part of their response to the RFP:

1. Name and address of operating firm, names of owners or principals of firm. Also include a completed W-9, Request for Taxpayer Identification Number and Certification.
2. List and describe any claims or lawsuits that have been made against Vendor for non-performance or inadequate performance.
3. Insurance requirements as explained in Section 3.16 of this RFP.
4. Provide historical background of company.
5. Organizational Chart
6. Resumes of key individuals who will be directly involved with this contract, if awarded. Resumes should be no longer than one page in length per employee. Include the contract manager, supervisors, and employees you intend to assign. Include employee hire date, time in service, guard card number and issuance/expiration dates. Include evidence that minimum training standards have been satisfied, including annual in-service training

certification.

7. A portfolio of relevant; similar work.
8. Identify proposed project director.
9. Describe the uniforms worn by your employees.
10. Describe how meal and break periods will be addressed while ensuring continued coverage and how shift plans will be coordinated to ensure the College receives all hours of sought services, including during an unexpected absence of the primary campus security personnel.
11. Describe the Contractor's invoicing process.
12. Describe the training standards you require of employees assigned to service this contract.
13. Describe in detail your company's vehicle use policy; i.e. use of personal vehicle or campus vehicle, travel/mileage to/from location, paid more for the operation of, etc.
14. Describe your company's recruiting process; i.e. do you hire from the local surrounding community where security services are provided?

### **3.2C Pricing Proposal**

The rates proposed shall include all support services in effect for the campus security services including, but not limited to, training, benefits, licensing, certifications, dispatching, administration, overhead costs, and wages. Subject to the exception cited in section 2.3-D of this RFP, no other fees or charges will be reimbursed.

Provide pricing proposals for unarmed security personnel for regular, overtime, and holiday coverage. Explain in detail your company's overtime pay; i.e. what is considered overtime pay and how is it calculated? Explain in detail your company's holiday pay; i.e. how is it calculated?

### **3.2D Other Documents**

The following additional documents, which are included within this Request for Proposals must be included with the response:

- Vendor Statement of Intent (Appendix A)
- Vendor Non-Collusion Affidavit (Appendix B)
- Certification of Nondiscrimination (Appendix C)

### **3.3. Proposal Validity Period**

Proposals are to be valid for a period of one hundred eighty (180) days after the deadline for receipt of proposals.

### **3.4. Withdrawal or Modification of Proposal**

Proposals may be withdrawn or modified in writing and submitted by US Mail or hand delivery from the Vendor prior to the deadline for receipt of proposals. No oral withdrawals or modifications will be accepted.

### **3.5. Basis for Award**

#### **3.5A Proposal Evaluation Method**

The contract(s) resulting from this Request for Proposal, if any, shall be awarded to the most qualified and responsive, responsible bidder whose proposal is determined to be the most advantageous to the Kern Community College District, taking into consideration the evaluation factors set forth in this solicitation.

#### **3.5B Evaluation Criteria**

The criteria that will be used by the College to evaluate Proposals include, but are not limited to:

- 1) Bidder's qualifications and current or past experience relevant to the submitted bid
- 2) Bidder has identified the proposed project staff, has provided their resumes
- 3) Price Proposal
- 4) Bidder's campus security personnel proposal (including uniforms, scheduling, and training)
- 5) Bidder has provided all of the documents required by this RFP.
- 6) Bidder has disclosed any actual or potential conflicts of interest.

#### **3.5C Awarding of Contract**

The Kern CCD will award the contract or contracts to one or more successful bidder(s) who display the ability and expertise necessary to achieve the desired result(s) and best meet the needs of the college.

### **3.6. Contract**

Contract form: Upon final selection, bidder agrees to sign and return the Kern Community College District Agreement with Independent Contractor, provided by the District in *Section 10 Appendix F*. The form of agreement is not subject to negotiation.

### **3.7. Term**

The term ("Term") of the will be for three (3) years, beginning July 1, 2019, and ending on June 30, 2022. District shall have the option to renew the contract for two one-year renewal terms.

### **3.8. Termination of Contract**

KCCD may elect to terminate the contract, in whole or in part, for its convenience, and such termination shall be effective thirty (30) calendar days after mailing of such Notice of Termination for Convenience to the Vendor. Thereafter, the Vendor shall have no further claim against KCCD under the contract.

The successful Vendor may choose to terminate the contract, and the Vendor must give

KCCD sixty (60) calendar days prior written notice by sending an explanation for the termination of their contract to the Kern Community College District, Attention Ms. Deborah A Martin, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301.

The successful Vendor shall be in compliance with all Federal, State and Local laws governing this invitation to bid.

### **3.9. Issuing Office**

The KCCD is issuing this Request for Proposal (RFP) through the Business Services Purchasing Department. The KCCD Business Services Department is the sole point of contact regarding all contractual matters relating to the requirements described in this RFP, and is the only department authorized to change, modify or clarify, the specifications, terms, and conditions of this RFP. All communications, including any requests for clarification, concerning this RFP shall be in written format and submitted to the District Contact Person:

Cammie Ehret-Stevens, Purchasing Coordinator  
Amendments to RFP # CC190221  
[cammie.ehret@kccd.edu](mailto:cammie.ehret@kccd.edu)

or

Cammie Ehret-Stevens, Purchasing Coordinator  
Amendments to RFP # CC190221  
Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301

### **3.10. Questions Regarding This RFP**

Vendors requiring clarification of the intent or content of this RFP, or on procedural matters regarding the Request for Proposal process, may request clarification by submitting written questions by email or in an envelope marked with the title and RFP # of the proposal and addressed to the District Contact Person. Answers to the questions will be provided to all Vendors without identifying the submitter. Questions regarding this RFP must be submitted using the attached Bidder Inquiry Form in *Section 8 Appendix B*, no later than January 25, 2019 12:00 p.m.

### **3.11. Reimbursement of Costs**

Each Vendor submitting a proposal is responsible for all costs associated with preparing and submitting a complete proposal, including costs that may be incurred in providing KCCD with additional information. KCCD is under no obligation to reimburse Vendor for any proposal costs or incur any costs on Vendor's behalf.

### **3.12. Protest Against Award**

Any vendor wishing to file a protest against this RFP document must do so in writing within 72 hours after proposals are reviewed. All protest will be taken under advisement. Any protest received after that will not be recognized.

A protest of any vendor proposal will be delivered to the Kern Community College District,

Attention Deborah A. Martin, Chief Financial Officer, 2100 Chester Avenue, Bakersfield, CA 93301, by certified mail or by personal delivery during normal working hours.

### **3.13. Suspension and Debarment**

The Vendor certifies, for itself and all its designated partners, that neither the Vendor, nor any designated partners are under suspension or debarment by the LEA (Local Educational Agencies) or any other governmental entity, instrumentality, or authority and, if the Vendor cannot so certify, then it agrees to submit a written explanation as an attachment to this RFP form of why such certification cannot be made. A Vendor must verify its suspension or debarment status.

### **3.14. Responsibility and Notice of Any Change**

It is the Vendor's obligation to see that the services provided are ongoing from and after the effective date of the Vendor Contract and any Purchase Order issued, through the termination date thereof. Accordingly, the Vendor shall notify KCCD and the campus or LEA, by written notification if at any time during the term of the Vendor Contract or any Purchase Order, it changes its place of business, becomes delinquent in the payment of taxes, or if it or any of its designated partners are suspended or debarred by any agency, LEA, federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension, debarment, delinquency or change.

### **3.15. Defaults**

Default by Vendor: The District will hold the Vendor responsible for any damage which may be sustained because of failure or neglect to comply with any term or condition listed herein. It is specifically provided and agreed that time will be of essence in meeting the contract delivery requirements.

If the successful Vendor fails or neglects to furnish or deliver any of the materials, supplies or services listed herein, at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Vendor Contract, the District may, upon written notice to the Vendor, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is terminated in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the Vendor. The prices paid by the District at the time such purchases are made will be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Vendor, or deducted from any funds due the Vendor.

### **3.16. Insurance Requirements**

The successful bidder selected shall furnish to the District, prior to the commencement of services, an underwriter's certificate of insurance reflecting not less than the following limits:

- a. \$2 million per occurrence for Workers' Compensation, if required;

- b. \$1 million per occurrence for Comprehensive General Liability;
- c. \$1 million per occurrence for Automobile Liability;
- d. \$1 million per occurrence for Errors and Omissions insurance.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of a A-, VI rating. The District, its trustees, officers, agents and employees shall be named as additional insured on the General Liability policy. Any deviations from the requisite policy amounts and ratings must be approved by the District.

### **3.17. Hold Harmless Clause**

The successful bidder shall hold harmless and indemnify KCCD from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the bidder or by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under this bid, however caused.
- b. Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or un-patented invention, under this bid.
- c. The successful vendor at his own expense and risk shall defend any legal proceedings that may be brought against KCCD on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

### **3.18. Force Majeure**

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Vendor Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, throughout the trade, and freight embargoes.

The Vendor shall notify KCCD orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Vendor Agreement (Purchase Order) is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay, if the nature of the force majeure event does not prevent Vendor from reasonably making such estimation. The Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of college campus written request such supporting documentation as KCCD may reasonably request. After receipt of such notification, the College Campus may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Vendor, may suspend all or a portion of the Purchase Order.

### **3.19. Declaration of Non-Collusion**

This RFP requires the Vendor to attest under the penalty of perjury that no collusion took place in providing a response to this RFP. Vendors must complete the Vendor Non-Collusion Affidavit in *Section 6, Appendix B* of this RFP. If a Vendor cannot answer yes to these questions, he/she/it will not be able to submit a response to this RFP.

### **3.20. Conflict of Interest**

Vendor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the District. Vendor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans, or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

### **3.21. Compliance with Civil Rights Law and Americans with Disabilities Act**

The Vendor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this RFP or under any project, program, or activity supported by this RFP.

The Vendor 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. In addition, the Vendor agrees to require like compliance by any subcontracts employed for the services provided by him.

The Vendor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act the Vendor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this contract, or under any project, program, or activity supported by this RFP. Vendors must complete the Certification of Non-Discrimination in *Section 7, Appendix C* of this RFP.

### **3.22. Work Hours and Safety Standards Act**

In the performance of any purchase order under the contract, the Vendor shall adhere to and comply with all the provisions of Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented in the Department of Labor regulations (29 CRF Part 5).

### **3.23. Public Agency Clause**

Public agencies are authorized by law to purchase off of a contract awarded by an agency including all K-12 schools districts, community college districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the KCCD hereby declares its intent and authorization to allow any contracts awarded under this proposal to be “piggybackable” by other agencies in the state, if the awarded vendor agrees.

KCCD waives any right to receive payment from other California agencies making purchases off the awarded contract. KCCD shall incur no financial responsibility or liability in connection with the participation by another public agency. Each public agency must accept sole responsibility for its own order placement and payments directly to the awarded Vendor, and should consult with legal counsel about the propriety of using the contract resulting from this RFP as a “piggyback.”

## **4. PRICING SPECIFICATIONS**

### **4.1. Price Proposal**

The Kern Community College District is awarding this Request for Proposal on an approved cost reimbursement basis. The successful vendor will be required to submit weekly or monthly invoices which separate out the services provided with a total invoice payment specified. Monthly invoices will be accompanied by supporting documentation, including but not limited to; timesheets, purchase orders and other documents sufficient to evidence expenses claimed for reimbursement.

5. Appendix A (VENDOR STATEMENT OF INTENT)

VENDOR STATEMENT OF INTENT  
TO BE EXECUTED BY VENDOR AND  
SUBMITTED WITH ITS PROPOSAL

TO THE BOARD OF TRUSTEES  
OF THE KERN COMMUNITY COLLEGE DISTRICT:

The undersigned, having become familiar with the specifications, contract conditions and requirements, and all other matters concerning the Request for Proposal and contract to be awarded, hereby offers to provide the required products and services, in accordance with its proposal and the proposed contract, subject to the terms and conditions set forth therein, all referenced material and attachments.

\_\_\_\_\_  
Vendor \_\_\_\_\_  
(Type or Print Complete Legal Name of Vendor)

**Check One:** Sole Ownership \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Other (Specify) \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

IRS or Social Security No. of Vendor \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

I \_\_\_\_\_ agree, if awarded, all or part of the scope of work  
(Company Name and Authorized Principal)  
specified in the aforementioned RFP, to return the executed contract (Appendix F) within 24 hours  
of notification.

By \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized Signature)

**6. Appendix B (VENDOR NON-COLLUSION AFFIDAVIT)**

**VENDOR NON-COLLUSION AFFIDAVIT  
TO BE EXECUTED BY VENDOR AND  
SUBMITTED WITH ITS PROPOSAL**

(Name) \_\_\_\_\_, being first duly sworn, disposes and says that:

1. He or she is (*Title, or Owner, or N/A*) \_\_\_\_\_ of (*Company, or N/A*) \_\_\_\_\_, the Vendor making the foregoing proposal;
2. That the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
3. That the proposal is genuine and not collusive or sham;
4. That the Vendor has not directly or indirectly induced any other Vendor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing;
5. That the Vendor has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract;
6. That all statements contained in the proposal are true; and further, that the Vendor has not, directly or indirectly, submitted his or her proposal 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 collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit this \_  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

Vendor \_\_\_\_\_  
(*Type or Print Complete Legal Name of Vendor*)

By \_\_\_\_\_  
(*Authorized Signature*)

Name \_\_\_\_\_  
(*Type or Print*)

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**7. Appendix C (CERTIFICATION OF NONDISCRIMINATION)**

**CERTIFICATION OF NONDISCRIMINATION  
TO BE EXECUTED BY CANDIDATE AND  
SUBMITTED WITH ITS PROPOSAL**

Candidate hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual preference, except as provided for in Section 12940 of the California Government Code. Candidate shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with California Government Code section 12900.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Nondiscrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CANDIDATE \_ (Type or Print Complete Legal Name of Candidate)

By \_\_\_\_\_  
(Authorized Signature)

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

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**8. Appendix D (BIDDER INQUIRY FORM)**

**BIDDER INQUIRY FORM**

**RFP #CC190221- CAMPUS SECURITY SERVICES for Cerro Coso Community College**

Bidders should use this form to submit questions regarding the RFP. The Kern Community College District will provide a complete list of questions received, along with the District's responses to all bidders who participate. Questions will be listed without reference to the source.

Name of Company:

Company Representative:

**Question(s):**

*Note: Reproduce this form as necessary.*

Fax or email (*preferred*) this form to : Cammie Ehret-Stevens  
Kern Community College District  
Email: [cammie.ehret@kccd.edu](mailto:cammie.ehret@kccd.edu)  
Fax: 661-336-5178

**9. Appendix E (“NO BID” RESPONSE FORM)**

**“NO BID” RESPONSE FORM**

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

If you do not wish to respond to this bid request, but would like to remain on the Kern Community College District vendor list **for this service/commodity**, please remove this form and return to the Purchasing Department by mail or fax.

Kern Community College District  
Cammie Ehret-Stevens, Purchasing Coordinator  
2100 Chester Avenue  
Bakersfield, CA 93301  
Fax (661) 336-5178

**RFP #CC190221- CAMPUS SECURITY SERVICES for Cerro Coso Community College**

\_\_\_\_\_  
*Business Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Telephone*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Contact*

**REASON(S) FOR NOT SUBMITTING A BID:**

**10. Appendix F (INDEPENDENT CONTRACTOR AGREEMENT)**

**KERN COMMUNITY COLLEGE DISTRICT**  
**AGREEMENT WITH INDEPENDENT CONTRACTOR (For Non-Public Works**  
**Services)**

This Agreement is entered into by and between the Kern Community College District, on behalf of (Check One):

- |  |   |
|--|---|
| <input type="checkbox"/> District Office | <input type="checkbox"/> Bakersfield College          |
| <input type="checkbox"/> District-Wide   | <input type="checkbox"/> Cerro Coso Community College |
|  | <input type="checkbox"/> Porterville College          |

("District"), and \_\_\_\_\_, ("Contractor"), identified under social security number/federal identification number \_\_\_\_\_, with its principal place of business / office(s) located at \_\_\_\_\_.

**1. TERM OF AGREEMENT / DATE(S) of SERVICE(S): \_\_\_\_\_.**

**2. SERVICES TO BE PERFORMED:** In consideration of the payment outlined in Paragraph 3 below, during the Term of Agreement / Date(s) of Service(s), Contractor agrees to perform services and, if applicable, provide materials and /or equipment to the District (hereinafter "Services"), as described below:

It is understood and agreed that in the event any additional tasks and/or services are required from Contractor, prior to rendering any such tasks, the tasks shall be set forth in a writing duly signed by the parties, indicating the specific work to be accomplished, the approximate period of time over which performance will be completed, and the additional compensation, if any, to be paid for such additional tasks.

**3. COMPENSATION:** In consideration of the Services fully rendered to District as described above, District agrees to pay Contractor a total fee of \$ \_\_\_\_\_. The District will make reasonable good faith efforts to pay all compensation due to Contractor within thirty (30) days of completion of Contractor's Services hereunder and the District's receipt of a properly completed invoice from Contractor for services rendered. Contractor further agrees that the District will not have any liability whatsoever as to any work or expense not specifically documented herein and properly invoiced by Contractor to District within sixty (60) days of completion of Services.

Other Consideration/Notes: \_\_\_\_\_

<p>Office Use Only. To be completed by Initiator-(Required): FOAPAL to be used for this expense _____</p>
---

**4. REPRESENTATIONS AND WARRANTIES:** Contractor represents and warrants that Contractor is fully admitted to transact business in the State of California. Contractor possesses the skill, knowledge, expertise, and, as applicable, holds current license(s), certification(s) and/or educational credentials, as required under the laws of the State of California and/or in accordance with District policies and

regulations, to fully perform the services hereunder. Contractor represents that he/she/it has read and understands the terms and conditions of this Agreement.

**5. NON-EMPLOYEE / INDEPENDENT CONTRACTOR STATUS:** During the Term of this Agreement and/or Date(s) of Service(s), Contractor's Services for the District shall be rendered as an Independent Contractor. This Agreement is not intended, nor shall it be construed so as, to create the relationship of agent, employee, partnership, joint venture or association, or representative of the other for any purpose, or to imply any other relationship whatsoever between Contractor and District, except as set forth herein. Neither party is granted any expressed or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever. Contractor shall be solely responsible for paying all salaries, wages, benefits and other compensation which the Contractor's employees or consultants, if any, may be entitled to receive in connection with Contractor's Services hereunder, including, without limitation, withholding and paying all applicable payroll taxes and contributions, including federal, state and local income taxes, FICA, FUTA, and state unemployment, workers' compensation and disability insurance. Nothing contained hereunder will confer upon the Contractor any right to continue to render Services to the District, or to become employed by the District. The District and Contractor acknowledge that Contractor's Services hereunder are non-exclusive and Contractor is free to accept other work.

**6. INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless, the District (and its officers, employees, trustees, agents, successors and assigns) from and against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including, but not limited to, personal injury, death at any time, and property damage), arising out of or made necessary by Contractor's performance of this Agreement, breach of its terms, negligent acts or omissions, including as may arise resulting from Contractor's failure to make payments to Contractor's employees or consultants, if any, and/or self-employment taxes.

**7. INSURANCE REQUIREMENTS:** Unless otherwise specifically agreed to in writing in advance of execution of this Agreement, Contractor agrees to obtain, pay for and maintain in effect during the Term of this Agreement and/or Date(s) of Service(s), the following policies of insurance issued by an insurance company rated not less than "A-VI" in A.M. Best's Insurance Rating Guide:

- (i) Commercial General Liability insurance (including contractual, products and completed operations coverage, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence;
- (ii) Commercial Automobile Liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence;
- (iii) Professional Liability insurance (also known as "Errors and Omissions" insurance) with a limit of liability of not less than \$1,000,000 per occurrence; and
- (iv) Worker's Compensation and State Disability insurance as required under law.

Each policy shall contain an endorsement naming the Kern Community College District as an additional named insured insofar as this Agreement is concerned, and provide that written notice shall be given to the District at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Prior to rendering Services hereunder, and at Contractor's expense, Contractor shall furnish the District with a Certificate of Insurance evidencing the endorsements required above, and the District shall have the right to inspect the Contractor's original insurance policies upon request. Upon notification of a notice of cancellation, change or reduction in coverage, Contractor shall immediately file with the District a certified copy of the required new or renewal policy and certificates for such policy. Nothing herein concerning minimum insurance requirements shall reduce the Consultant's liabilities or obligations under the indemnification provisions of this Agreement.

**8. PROPRIETARY RIGHTS / OWNERSHIP / CONFIDENTIALITY:** Contractor acknowledges:

- a. District may disclose to Contractor certain confidential information relating to, without limitation, the District's past, present, and future research, marketing, development, and/or business activities ("Confidential Information"). Except as required by the duties under this Agreement, Contractor agrees that, until such time as the Confidential Information enters the public domain through no fault of Contractor, Contractor will never, directly or indirectly, use, disseminate, disclose, lecture upon, or publish articles concerning any of the Confidential Information disclosed to Contractor by or on behalf of District without the prior written consent of District. Such confidentiality shall survive the termination of this Agreement and will only be relieved by written consent of District.
- b. All work accomplished pursuant to this Agreement will be the sole and exclusive property of District; and in addition to the obligations imposed above, Contractor will deliver all such work to District prior to expiration or termination of this Agreement and/or Contractor's performance hereunder.
- c. Upon expiration or termination of the Agreement and/or Contractor's performance hereunder, Contractor agrees to return to District all copies of Confidential information, all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of confidential information, whether prepared by District, Contractor or others.
- d. Contractor agrees that all copyrightable material, inventions, improvements, developments and discoveries conceived, made, discovered or reduced to practice by Contractor solely, or in collaboration with others, during the period of this Agreement (i) relating in any manner to the business, research or development of District that Contractor may be directed to undertake, or (ii) which Contractor may become associated within work or in performing the services hereunder, or (iii) which are developed by Contractor using any supplies, facilities or Confidential Information of District are the sole property of District, and Contractor further agrees to grant to District any and all right, title and interest, of any kind or of all such copyrightable material, inventions, improvements, developments, and discoveries.

**9. GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules, and in accordance to District's policies and regulations, including, but not limited to, Section 3A15 of the District's Board Policy, as follows:

**"3A15 Claims against the Kern Community College District:**

*3A15A Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title 1, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.*

*3A15B Claims must be presented according to this policy as a prerequisite for filing suit against the District. Claims that are subject to the requirements of this policy include, but are not limited to, the following:*

*3A15B1 Claims by public entities, claims by the state department or agency, or by another public entity.*

*3A15B2 Claims for fees, salaries or wages, mileage or other expenses and allowances*

3A15C            *The designated place for service of claims, lawsuits or other types of legal process upon the District is:*

*The Office of the General Counsel  
2100 Chester Avenue  
Bakersfield, California 93301  
(661) 336-5040*

**10. TERMINATION / NOTICES:** This Agreement may be terminated by either party with or without cause and for any or no reason upon (30) days' written notice to the other party addressed as follows:

If to Contractor, notice will be addressed to:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

If to District, notice will be addressed to:  
Kern Community College District  
c/o: Deborah A. Martin, CFO  
2100 Chester Avenue  
Bakersfield, CA 93301

or to such other address as may be designated by the parties from time to time. Any written notice sent by registered U.S. mail and addressed in accordance herewith will be deemed to have been made and delivered seven (7) days following deposit into the U.S. mail. Contractor's obligations hereunder shall survive the termination of this Agreement.

**11. SEVERABILITY:** If any section, condition, provision, or covenant of this Agreement is held to be invalid or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue to be in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

**12. ASSIGNMENT:** Neither party may assign any rights, or transfer any obligations, under this Agreement, without the prior written agreement of the parties.

**13. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be amended, modified, revised or supplemented in any way, except in a writing signed by Contractor and District.

**AGREED TO AND ACCEPTED:**

**CONTRACTOR:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

The following signatures provide authorization for the use of this hiring category.

**CAMPUS REPRESENTATIVES:**

**Initiator** (College representative with authority to initiate the request for engagement for services to be rendered hereunder):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Manager** (Directors, Deans, etc. with approval authority under \$5,000):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Manager** (Vice-Presidents, Presidents, etc. with approval authority over \$5,000):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CAMPUS REPRESENTATIVES (continued):**

**Campus Director of Administration:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Campus Director of Human Resources:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DISTRICT OFFICE REPRESENTATIVES:**

**Vice Chancellor, Human Resources:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tonya Davis**

**Interim Chief Financial Officer, Business Services:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Deborah A. Martin**