

# SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT



## REQUEST FOR PROPOSALS FOR FIRE ALARM & SECURITY SERVICES

### PROPOSAL DEADLINE DATE

June 28, 2016 by 3:00 P.M.

### SUBMIT TO

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
Facilities Department  
956 W. 9<sup>th</sup> Street  
San Bernardino, California 92411  
Phone: (909) 388-6100  
**Attention: Jennifer Wilhelm**

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**PURPOSE OF THE RFP:**

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (SBCUSD) Facilities Department acting by and through its Governing Board, hereinafter referred to as the DISTRICT, is soliciting and issuing this Request for Proposals/Proposals (RFP) and will receive up to, but no later than Tuesday, June 28, 2016 by 3:00 p.m., proposals from interested parties. The District has installed Edwards Fire Alarm/Security Systems since 2008 at various school campuses and administration buildings. The work to be performed is at different locations depicted in the attached map.

The intent of this RFP is to identify consultants who have considerable expertise and experience delivering Edwards (EST3) Fire Alarm & Security Services to School Districts. All qualified parties including local parties are encouraged to submit proposals. Proposals must be submitted in a sealed envelope, addressed as indicated on the front page, with the name and address of the respondent in the upper, left corner, under which should be clearly printed: **REQUEST FOR PROPOSALS: FIRE ALARM & SECURITY SERVICES.**

The initial term of the pre-approval shall be one (1) year from the Board of Education approval and certification with the possibility of, up to four additional successive one-year extensions, at the sole discretion of the District, not to exceed a cumulative total of five years.

For additional information regarding the District, please visit the San Bernardino City Unified School District Internet web sites at [www.sbcusd.k12.ca.us](http://www.sbcusd.k12.ca.us) and [www.sbcusdfacilitiles.com](http://www.sbcusdfacilitiles.com) or by calling (909) 381-1100.

**ANTICIPATED TIMELINE\*:**

Request for Proposals Issued . . . . . June 9, 2016  
Deadline for Submittal of Questions . . . . . June 17, 2016 by 3:00pm  
Deadline for Responses and Clarifications . . . . . June 22, 2016  
**Due Date for Submittal of Proposals . . . . . June 28, 2016 by 3:00 pm**  
\*Dates are subject to change.

**Proposal Opening/Rejection/Waiver**

All proposals, irrespective of irregularities or informalities, will be opened at the time stipulated in the RFP document. This is not a public opening. A tally of the names will be created and may be released upon request. **No other information will be released.**

The District reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda.

The District also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

The District reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the District or any other governmental agency. The District expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due to the District.

## **QUESTIONS AND CLARIFICATION OF THE RFP**

Questions, request for explanation or clarifications in regard to this RFP shall be made in written form and submitted via email to Mrs. Jennifer Wilhelm, Facilities Business Outreach Coordinator at [jennifer.wilhelm@sbcusd.k12.ca.us](mailto:jennifer.wilhelm@sbcusd.k12.ca.us) before the deadline of Submittal of Questions stated above in timeline.

The District will make known all responses to the requests for explanation or clarifications via posting on the Facilities website at [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com). All parties interested in responding to the RFP are advised to check the websites for any updates.

## **CONTENTS OF THE REQUEST FOR PROPOSALS**

Firms must submit one (1) original, five (5) hard copies and an electronic copy (on a compact disc "CD" or thumb drive) of the Statement of Proposals (SOP). All proposals should address the following items in the order listed below. The proposal shall demonstrate the proposals, competence and capacity of the firm:

1. **Cover Letter/Letter of Interest** - Include a cover letter, addressed to Jennifer Wilhelm, Business Outreach Coordinator, stating the eligibility of the firm to respond to this RFP, a brief description of the respondent and statement of interest.
2. **Table of Contents** – The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers.
3. **Respondent's Data "Attachment 2"** – Each respondent must completely answer the questions in Attachment 2 of the RFP. Note: **Questions may be answered in other sections of the proposals if clearly and conspicuously identified and referenced questionnaire.** The following shall be stated:
  - a. **Description of Firm** – Include a description of qualifications for providing the requested services. Include information regarding the size of the firm, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The respondent shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.
  - b. **Personnel and Staffing Resources** – Submit resume(s) or profiles for each key staff who will be proposed to provide the requested services, including their proposals and recent relevant experience providing similar services. Each resume shall include but not be limited to the following information; (a) Education; (b) Years of relevant experience with Edwards (EST3) FA/Security Systems; (c) Professional registrations, Edwards (EST3) certifications and other affiliations (d) Project-specific experience with focus on public projects and emphasis on K-12 projects providing Edwards (EST3) Fire Alarm & Security Services, including dates and durations of each project listed and where employed. Include an affirmative statement that the company and all assigned key professional staff are currently licensed to perform the services and hold all proper business or other required licenses.

- c. Capacity & Methodology** – Describe how the respondent will provide services and fulfill the requirements and expectations of the District and this RFP. Use this section to address the ability of the respondent to undertake and accomplish the required scope of services while meeting any deadlines, the firm’s record of meeting schedules and deadlines of other clients; advantages over other parties in the same industry; strength and stability as a business concern; and supportive client references. Describe the respondent’s ability to provide Fire Alarm & Security Services Consulting Services exclusively and in a timely manner for the District and the respondent’s commitment to providing personnel assigned to District Projects. Information should be furnished for both the respondent and any sub consultants included in the SOP.
  
- d. Experience and References** – Description of past performance of similar service and related experience. Each respondent is required to submit a list of its most relevant consulting services provided in the last five (5) years that are of the approximate size of services described in the Scope of Services, including all school district clients. The list shall include (1) the size of the project, (2) scope of the work, (3) date services were performed, (4) number of hours of service for the project, (5) client’s name and address, (6) client contact name and phone number.

If applicable, specify any consulting services that have been provided for the San Bernardino City Unified School District previously. State the name, scope and size of each project, and the beginning and ending dates of services.

- e. Customer Service Commitment** – Describe the respondent’s philosophy and approach for providing outstanding customer service.
  
- f. Litigation** – Furnish and provide specific information on any termination for cause, litigations settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years involving the respondent. Identify if the respondent or any employee of the respondent is a party to an existing dispute with an owner, owner’s consultants or contractors, related to any project for which the respondent provided Fire Alarm & Security Services. If so, please describe the nature of the dispute and its anticipated outcome.

Identify if the respondent has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

- g. Additional Information** - Respondents are encouraged to provide additional information or description of resources the respondent feels is pertinent to the RFP. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

4. **Fee Schedule “Attachment 3”** – Respondents shall state their proposed fees and a table of Labor and Material Rates.
  - a. **Labor Rates Year 1:** Identify all personnel that may be, directly and indirectly, assigned to the project as hourly rates defined by the criteria listed in Attachment 3. These should be quoted as fully-burdened (e.g., direct labor + overhead + profit) unit prices for the first year of the agreement.
  - b. **Labor Rates Year 2+:** Provide rates for the proposed annual, successive agreement extensions (if extended by District) conforming to the same format and requirements outlined in item a above.
  - c. **Unit Cost Year 1:** Identify all material/equipment unit costs based on Attachment 3 and the Published MSRP, including any discounting or markup to the published manufacturer MSRP. Any taxes or shipping cost should be identify separately.
  - d. **Unit Cost Year 2+:** Provide approximate unit cost for the proposed annual, successive agreement extensions (if extended by District) conforming to the same format and requirements outline in item c above.
5. **Equal Employment Opportunity (EEO) Certification “Attachment 4”** – Each respondent must certify that compliance with the federal EEO requirements is met.
6. **Worker’s Compensation / Insurance Certification “Attachment 5”** - Complete and sign the Worker’s Compensation Insurance Certification form. Respondents shall describe the outcome of design and construction-related claims, if any, filed against the respondent’s general liability or professional liability or automobile liability insurance carriers during the most recent five (5) years. Proof of Insurance for General Liability, Professional Liability, Public Liability and Auto Liability or a statement of liability shall be required from the successful respondent according to the terms of this RFP.
7. **Local Business Outreach Program (LBOP) Form “Attachment 6”** – Respondents shall complete application in it’s entirety.
8. **W-9 Form “Attachment 7”** – Request for Taxpayer Identification Number and Certification
9. **Non-Collusion Declaration “Attachment 8”** – (Public Contract Code Section 7106)
10. **Fingerprinting Certification “Attachment 9”** – In accordance with Department of Justice (DOJ) Fingerprint and criminal background investigation requirements of Education Code Section 45125.1 et seq.
11. **Certificate Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion “Attachment 10”**- Respondent must fill out and sign.

## **PREPARATION AND SUBMITTAL OF THE PROPOSAL**

### **Proposals Submittal and Deadline**

One original, two (2) hard copies and a digital copy of the proposals must be submitted under sealed cover by no later **than 3:00pm on June 28, 2016**. Mark your company name, proposal title and RFP deadline on the outside of the sealed proposal envelope or box.

Proposals shall be delivered to the attention of:

Jennifer Wilhelm, Business Outreach Coordinator  
Facilities Department  
San Bernardino City Unified School District  
956 W. 9<sup>th</sup> Street  
San Bernardino, CA 92411

**It is the sole responsibility of the respondent submitting the proposal to ensure that their proposal is actually received in the Facilities Department office prior to the deadline time and due date.** Late submissions will not be considered. Fax, email or telegraphic proposals will not be accepted.

### **Proposals Completeness**

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

### **District Not Responsible For Preparation Costs**

All costs incurred in the preparation, submission and/or presentation of respondents responding to the RFP including, but not limited to, the respondent's travel expenses to attend any pre-conferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the respondent and will not be reimbursed by District.

District shall not pay for any costs incurred for the SOP or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

### **Right to Use Ideas**

All proposals and other materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the submitting firms shall not affect this right.

### **Modification or Withdrawal of RFP**

A respondent may modify or withdraw an SOP after submission by written request of withdrawal and re-submission, provided that the SOP withdrawal or modification is prior to the due date deadline specified.

### **Amendments**

Respondents are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential respondents by publishing the amendment on the Facilities Website: [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com).

### **Equal Opportunity**

The respondent shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. Legal residents of the United States of America shall be used in providing all services under this RFP.

Respondent shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, in the performance of the work including but not limited to, preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the respondent or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

The successful respondent agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

Complete the Equal Opportunity Certification form, attached herein as Attachment No. 4, and return with the SOQ.

### **Waiver or Breach Thereof**

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

### **Covenant against Gratuities**

The respondent warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the respondent or any agent or representative of the respondent, to any officer or employee of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the Agreement. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which respondent agreed to supply shall be borne and paid for by the respondent. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

### **Indemnification/Insurance**

The respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. Further, the successful respondent (s) will be required to provide to the District evidence and the amount of Errors and Omissions Insurance i.e. Professional Liability Insurance currently in effect. Limits for Errors and Omissions Insurance are \$1,000,000 for each occurrence and \$2,000,000 aggregate and the District will be named as additional insured.

### **Conflict of Interest**

The respondent is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The respondent further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.



### **Independent Contractor**

The respondent represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

### **Precedence of Documents**

The contract between the District and the successful respondent (s) shall consist of (1) this Request for Proposals (RFP) and any amendments thereto, (2) the SOP submitted by the respondent to the District in response to the RFP, and (3) the respondent agreement included herein to be executed with the successful respondent(s). In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Master Service Agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written clarification shall govern in case of conflict with applicable requirements stated in the RFP or the respondent's SOP. In all other matters not affected by the written clarification, if any, the RFP shall govern.

### **Compliance with Laws**

In connection with the furnishing of services or performance of work under this RFP, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

## EVALUATION AND AWARD

### Proposals Evaluation:

A District Evaluation Committee will determine which, if any, proposals are in the District's overall best interest to accept. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any proposing respondent. The District may request any or all proposing respondents to participate in a presentation and/or interviews in regards to their proposal. The invited respondents must be able to be available for the presentation and/or interviews within two days of the request, unless another date has been agreed upon.

The District reserves the right to conduct negotiations with any number of respondents, as determined by the District, for entering into contract agreements.

### Evaluation Criteria:

The evaluation of proposals will include but not be limited to the following criteria:

1. **SOP Packet** – Completeness and clarity of SOP content.
2. **Proposals** – Company size, years in business, licenses and certifications, etc.
3. **Personnel and Staffing Resources** – Professional proposals and specialized experience of the proposed staff including the quality of the respondent's professional personnel to be assigned to District projects and the quality of the respondent's management support personnel to be available for technical consultation and/or assistance; a percentage of the total score will be given to consulting respondents that identify their plan for recruiting and utilizing local businesses within the boundaries of the City of San Bernardino and the City of Highland.
4. **Capacity & Methodology** – Current capacity and likelihood of the respondent to successfully meet the needs of the District and fulfill the requirements of each Agreement issued within the timelines given.
5. **Experience & References** – Experience and expertise of the respondent in providing similar services to other public entities of comparable size and scope, especially a school district.
6. **Fee Schedule** – Rates for different classifications to be utilized in any assignment.

| Criteria                       | Points     |
|--------------------------------|------------|
| Proposals                      | 20         |
| Personnel & Staffing Resources | 20         |
| Capacity & Methodology         | 20         |
| Experience & References        | 20         |
| Fee Schedule                   | 20         |
| <b>Total Points</b>            | <b>100</b> |

## **GENERAL TERMS AND CONDITIONS**

### **District Obligation**

Receipt of proposals and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities in the respondent's submission or in the RFP process.

### **Award of Contract**

This RFP implies no obligation to award contracts to any respondent. If it is in the best interest of the District, the District retains the sole and absolute right to select the respondent that best meets the District requirements. The award is subject to acceptance by the Governing Board of the San Bernardino City Unified School District.

### **Approval to Start Work**

The successful respondent(s) may be assigned work once an Agreement has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement by the District.

### **Ownership of Documents**

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of Public Records, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected respondents. Selected respondents agree not to assert any rights or to establish any claim under the design patent or copyright laws.

### **Joint Ventures**

Where two or more respondents desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single respondent and not with multiple respondents doing business as a joint venture.

### **Assignment**

If a contract is issued to the successful respondent(s), the contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the District to withhold consent from proposed assignments, or subcontracts when such transfer of responsibility would operate to decrease the District's likelihood of receiving performance on the contract. The District does not normally object to the granting of assignments for financial purposes, provided that the original respondent retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without any additional written consent of the District.

### **Respondent's Power and Authority**

The respondent warrants that it has full power and authority to grant the rights herein granted and will hold the District hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, respondent declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

**Disputes**

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

**Fingerprinting**

Per the provisions of the Education Code Section 45125.1, the District has a zero tolerance for all respondents having any contacts with students without any clearance from the State Department of Justice. All assigned personnel to active and occupied school sites shall comply with the fingerprinting clearance law prior to providing services at the school sites.

## **SCOPE OF WORK FOR FIRE ALARM & SECURITY SERVICES**

### **OVERVIEW:**

### **SCOPE OF WORK:**

1. A qualified company should provide the following services at SBCUSD's District Wide Schools and Administrative Buildings:
  - a. Edwards Fire Alarm and Security Systems repair, maintenance, and installation of new devices as deemed necessary and the programming of the individual site panel(s) as well as the Fireworks programming to the School Police monitoring station
  - b. Database storage & maintenance services
  - c. Emergency repair services
  - d. Training for Site Personnel and other District employees
2. Contract period: contracts arising from this request for proposal will be for a period of (one) 1 year; renewed annually, but may not be extended after the 5th year.

### **WORKMANSHIP AND MATERIALS:**

1. Contractor agrees to furnish all supervision, labor, transportation, materials, tools and equipment necessary to complete the service.
2. The contractor guarantees, even though not specifically described in this contract or otherwise, that materials shall be of the best quality, that work shall be installed in a first class manner, and that all aspects of the project will be delivered in good working order, complete and perfect in every respect, and that all systems and materials necessary to make the inspection a complete service as contemplated by the above description shall be included in the contract price.

### **VENDOR PROPOSALS CRITERIA:**

1. Contractor shall be full service entity qualified to provide the testing and inspection services outlined herein, capable of providing full repair service to any fire alarm & security systems and/or provide Fire Alarm & Security systems installation, submittal of Fire Alarm changes to State and Local agencies, programming, and design including all required plans, shop drawings, As-built drawings, and closeout materials.
2. Qualified Fire Alarm & Security Service Company with employees who meet the criteria defined by NFPA 72 for the proposals of both system designers and system installers to include the requirements of the State and Local authorities having jurisdiction (AHJ).
3. Letters from the Fire Alarm equipment manufacturer shall be required stating that the Fire Alarm contractor is trained and certified for the equipment maintained on this project and is licensed to purchase and install any required software, peripheries, etc.
4. The Fire Alarm Contractor shall have in-house engineering, installation and service personnel with adequate spare parts stock and a maintenance office within an appropriate distance to respond to emergency service repairs/calls.
5. The contractor shall have a valid **C-10** State of California license. The contractor must be licensed in the state of project location and have been incorporated in the business in that state for a minimum of 5 years.
6. The contractor shall have current liability insurance and state industrial insurance certificates in conformance with the contract document.

## FIRE ALARM & SECURITY DATABASE STORAGE & MAINTENANCE SERVICES

### A. DESCRIPTION:

1. A web based software storage/database application shall be provided and maintained by the contractor to allow for the storage and retrieval of each SBCUSD school EST3 panel database.
2. The district shall provide the contractor with all EST3 & Fireworks databases for storage on the web based software.
3. After creating the web based software database, the contractor shall be sole responsible for maintaining the database, issuing login's to different entities and levels of authorization for each login.

### B. FEATURES

1. This software shall have the ability for users with access via web login to check in and out a site SDU database.
2. The user will be logged and time stamped whenever the SDU database is checked out or returned.
3. A SDU database that has been checked out will be locked from future retrieval until the user returns the database. This intent shall be made to prevent systems from being written over if the database is checked out to multiple people.
4. The fireworks database shall be backed up quarterly.
5. The files on the web based software shall always be backed up in two locations. The files shall be backed up quarterly on to electronic media and submitted to the district for their backup purposes.
6. The software shall have the ability to notify by email different departments when changes are made to the files.
7. The software shall have different levels of access as follows:
  - a. Administrator:
    1. Shall have the ability to have full functional control and access without lockouts.
    2. Administrators shall manage all logins and access levels. The contractor shall be the sole administrator of the system. Administrator rights shall be given to one district employee if formally requested.
  - b. User:
    1. Shall have the ability to upload and download databases as needed. It is expected the users shall be limited to fewer than 10 at one time.
    2. Users shall be reviewed quarterly with the school district to remove those that no longer need access.
    3. Users shall only be those technicians certified per the requirements stated above.
  - c. Viewer:
    1. Shall have only the ability to view files and folders along with running reports or viewing user access and time stamps of system files. It is expected the viewers shall be limited to 20 at one time.
8. The software shall have the ability to run reports showing access of the files, as well as allowing School Police to pull security alarm reports for any site. Such feature should allow School Police to recognize the person/entity who arm/disarm any site at any given time.
9. The system will allow the School Police Dispatch to enter or remove pin#'s on a day to day basis. Pin#'s are part of the Security system.

## EMERGENCY AND NON-EMERGENCY REPAIR SERVICES

### DESCRIPTION:

1. Repairs are to be performed under this agreement and are to be done through this contract utilizing the Bid labor rates, unit prices and equipment charges in the event that there is an issue discovered during the preventive maintenance of the specified equipment/device. The Contractor is not approved to do any repair or additional work without approval.

### PROCEDURE

1. M&O or School Police shall call the service provider to dispatch a technician.
2. This call shall be logged in a simple spreadsheet located on the web based storage software.
3. The technician shall report to the site and investigate the problem.
4. After researching the problem the technician shall report back to M&O if the issue is deemed a fire alarm repair, School Police, if the issue is deemed a security repair or both if this repair is shared.
5. The technician shall then proceed with the repair and report in as needed.
6. The service tickets and invoices shall clearly identify the repair, installation, preventative maintenance, programming, updates as either Fire Alarm System and/or Security Alarm System or Fireworks with associated labor and parts broken out along with cost for each.

### INVESTIGATION FEE

1. An agreed Investigation fee to be established based on hourly rates (Attachment 3), but shall not exceed a maximum of two hours without prior approval. This fee shall be charged to the district upon after the repair request has been made.
2. Small repairs taking no more than two hours on site shall be covered under the investigation fee.

### REPLACEMENT DEVICE UNIT COSTS

1. Equipment cost shall be based on the published MSRP (Attachment 3). Please provide any discounting or markup to the published manufacturers MSRP. Any taxes or shipping cost should be identified separately.

### REPLACEMENT LABOR UNIT COSTS

1. Please provide your current unit costs in (Attachment 3), to replace the listed devices in (Attachment 3). As stated previously equipment shall be separate based on current manufacturer MSRP.

### LABOR RATES

Rates shall be provided in Attachment 3.

1. Larger system repairs shall be quoted using pre-established labor rates. Please provide labor rates for the job descriptions below:
  - a. **PROJECT MANAGER:** Manage technical and schedule performance of work teams under the direction of an operations manager. Serves as a technical manager, and the clients authorized representative. They shall be responsible for providing technical and managerial leadership of a major project in a specialized area of technology and overall task performance.
    1. Ensuring appropriate staffing required for major programs, projects and tasks.
    2. Managing and tracking programs, projects and tasks.

3. Developing subordinate personnel for programs, projects and tasks.
  4. Leading a program, project or task by outlining, assigning and coordination work.
  5. Scheduling and allocating work, providing advice and guidance, and resolving problems to meet technical performance and financial objectives.
  6. Developing new and refining existing processes to enhance quality and productivity.
  7. Reviewing and evaluating work of staff and preparing periodic performance reports.
  8. Ensuring the product quality and timeliness of installations
- b. DESIGNER: Engineers electronic systems based on contract requirements, site conditions, manufacturer specifications and building codes. Verifies system design concept and equipment required for complex, multi-site systems. May supervise other engineers and draftspersons. Must possess strong organizational skills and strong interpersonal skills to understand client requirements. Applies engineering skills in the analysis, specification, development, integration, production, testing, and acquisition of systems and components. Evaluates and recommends commercial off the shelf (COTS) applications and products. Prepares electrical schematics, mechanical layouts, and wiring diagrams; develops design solutions and prepares relevant procurement and design documentation. Prepares redline and as-built drawings, assembles documentation packages.
- c. CAD/DRAFTSPERSON: Generates and modifies engineering drawings using Computer-Aided Drafting software from sketches, hard copies, or other information. Supervises other draftspersons. Produce pre and post installation drawings for projects, includes equipment layout as well as all detail documents required for a project, assists in creation of turnover packages to customer as required.
- d. TECHNICIAN: Performs installation, programming, repair, testing and troubleshooting of electronic equipment and systems, including system infrastructure. Provides on-site direction to installers in completion of installation tasks. Proficient in equipment troubleshooting, and completion of manufacturers training programs as required for the specific project.
- e. INSTALLER – ELECTRICIAN: Performs installation, repair, testing and troubleshooting of electronic equipment and systems including system infrastructure. Works mainly under supervision to pull cable, install designated field devices, and assist the technician as required.
- f. SERVICE TECHNICIAN: Provides testing and maintenance of systems. Reviews designs by extracting and analyzing a variety of engineering data. Receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed; performs recurring work independently; work is reviewed for technical adequacy or conformity with instructions. May troubleshoot and correct malfunctions. Documents previous operational failures and modifications. Uses judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.



## PROPOSAL

### A. FIRE ALARM/ SECURITY DATABASE STORAGE & MAINTENANCE SERVICES

1. Annual cost for purchase, management and implementation of the software shall be submitted. The costs below should include ALL labor, permits, taxes and other costs associated with the implementation of the database storage software.
2. Literature for the software(s) proposed shall be submitted as part of the RFQ for review by the district.
3. A narrative shall be submitted indicating how the software meets each of the features listed above. Additional features not requested should also highlighted.
4. List any annual software license, upgrade, maintenance or termination fees required. All cost associated with the use of the software for 5 years shall be listed in the proposal.

### B. EMERGENCY AND NON-EMERGENCY REPAIR SERVICES (Attachment 3)

1. Provide Regular, After Hours and Holiday rates for each job description above.
2. Provide MSRP list along with any discounts.
3. Provide Unit Cost for field device replacement of the equipment shown above.
4. Provide Investigation Fee Cost.
5. Vendor shall mandatory respond to "emergency calls" with four (4) hours from receipt of notification from the SBCUSD. The response shall be 24 hours a day, 365 days per year.

## TERMINATION

### A. UPON FORMAL TERMINATION OR NON-RENEWAL OF ANNUAL CONTRACT

1. All current databases shall be turned over to the district
2. The management software and administration rights shall be turned over to the district
3. Training and Certification rates for District Employees to manage the system efficiently, should be part of the RFP

# EXHIBIT A

## SBCUSD FACP List March 2016

| CODE                      | SITE                    | FACP                     | FACP TYPE                 | FACP LOCATION                    |
|---------------------------|-------------------------|--------------------------|---------------------------|----------------------------------|
| <b>ELEMENTARY SCHOOLS</b> |                         |                          |                           |                                  |
| 102                       | ALESSANDRO              | EDWARDS EST              | ADDRESSABLE               | PWR. RM. BY KIT.                 |
| 186                       | ANTON                   | SIMPLEX 4100U            | ADDRESSABLE               | ADMIN. MDF RM.                   |
| 104                       | ARROWHEAD               | EDWARDS EST              | ADDRESSABLE               | PWR. RM. B BLDG.                 |
| 106                       | BARTON                  | EDWARDS EST/SIMPLEX 4002 | ADDRESS. and NON ADDRESS. | ADMIN. OFFICE                    |
|                           |                         | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE               | SDC PWR. RM.                     |
| 108                       | BELVEDERE               | NOTIFIER 3030            | ADDRESSABLE               | C-WING STORAGE                   |
| 110                       | BRADLEY                 | EDWARDS EST-3            | ADDRESSABLE               | ADMIN. OFFICE CUST. RM           |
| 190                       | BROWN ES                | EDWARDS EST              | ADDRESSABLE               | LIBRARY DATA RM.                 |
| 112                       | BURBANK                 | EDWARDS EST              | ADDRESSABLE               | ADMIN. PWR. RM.                  |
| 604                       | CARMACK                 | EDWARDS EST              | ADDRESSABLE               | ADMIN. CUST. RM.                 |
| 116                       | COLE                    | EDWARDS EST              | ADDRESSABLE               | ADMIN. ELECTRICAL RM.            |
| 118                       | CYPRESS                 | EDWARDS EST              | ADDRESSABLE               | B-WING PWR. RM.                  |
| 120                       | DAVIDSON                | SIMPLEX 4002             | NON ADDRESSABLE           | ADMIN. OFFICE                    |
| 122                       | DEL ROSA                | EDWARDS EST              | ADDRESSABLE               | ADMIN. OFFICE                    |
| 199                       | DOMINGUEZ               | EDWARDS EST              | ADDRESSABLE               | ADMIN DATA RM                    |
| 124                       | EMMERTON                | EDWARDS EST              | ADDRESSABLE               | ADMIN. CUST. RM.                 |
| 126                       | FAIRFAX                 | SIMPLEX 4005             | NON ADDRESSABLE           | A-BLDG.CUST. RM.                 |
| 196                       | GOMEZ ES                | EDWARDS EST              | ADDRESSABLE               | ADMIN. DATA RM.                  |
| 606                       | HARMON                  | EDWARDS EST              | ADDRESSABLE               | ADMIN. OFFICE                    |
| 198                       | HENRY ES                | EDWARDS EST              | ADDRESSABLE               | ADMIN. DATA RM.                  |
| 128                       | HI-PAC                  | EDWARDS EST              | ADDRESSABLE               | ADMIN. OFFICE                    |
| 130                       | HILLSIDE                | EDWARDS EST              | ADDRESSABLE               | ADMIN. OFFICE                    |
| 194                       | HOLCOMB                 | EDWARDS EST              | ADDRESSABLE               | ADMIN. ELECTRIC RM.              |
| 132                       | HUNT                    | EDWARDS EST              | ADDRESSABLE               | HEALTHAID OFFICE                 |
| 134                       | INGRAHAM                | EDWARDS EST              | ADDRESSABLE               | C. WING. COUNSELORS OFFICE       |
| 188                       | JONES                   | EDWARDS EST              | ADDRESSABLE               | ADMIN. MDF RM.                   |
| 136                       | KENDALL                 | EDWARDS EST              | ADDRESSABLE               | ADMIN. OFFICE                    |
| 138                       | KIMBARK                 | SIMPLEX 4010             | ADDRESSABLE               | ADMIN. CUST. RM.                 |
| 140                       | LANKERSHIM              | EDWARDS EST              | ADDRESSABLE               | ADMIN. OFFICE DATA RM.           |
| 142                       | LINCOLN                 | EDWARDS EST              | ADDRESSABLE               | ADMIN. ELECTRICAL ROOM           |
| 144                       | LYTLE CREEK             | EDWARDS EST              | ADDRESSABLE               | ADMIN. ELECTRICAL ROOM           |
| 146                       | MARSHALL                | EDWARDS EST              | ADDRESSABLE               | ADMIN. DATA RM.                  |
| 148                       | MONTEREY                | EDWARDS EST              | ADDRESSABLE               | W. ADMIN OFFICE                  |
| 150                       | MT. VERNON              | EDWARDS EST              | ADDRESSABLE               | ADMIN. OFFICE                    |
| 152                       | MUSCOY                  | SIMPLEX 4010             | ADDRESSABLE               | ADMIN. OFFICE                    |
| 154                       | NEWMARK                 | EDWARDS EST-3            | ADDRESSABLE               | ADMIN. OFFICE                    |
| 156                       | NORTH PARK              | EDWARDS EST-3            | ADDRESSABLE               | ADMIN. OFFICE                    |
| 158                       | N. VERDEMONT            | NOTIFIER afp1010         | ADDRESSABLE               | ADMIN. PWR. RM.                  |
| 612                       | NORTON                  | EDWARDS EST-3            | ADDRESSABLE               | ADMIN. OFFICE                    |
| 162                       | BONNIE OEHL             | GAME WELL if 602         | ADDRESSABLE               | ADMIN. CUST. RM.                 |
| 164                       | PALM AVE                | SIMPLEX 4020             | ADDRESSABLE               | ADMIN. PWR. RM.                  |
|                           |                         | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE               | SDC PWR. RM.                     |
| 166                       | PARKSIDE                | SIMPLEX 4005             | NON ADDRESSABLE           | ADMIN. WK. RM.                   |
| 168                       | RILEY College Prep Acad | EDWARDS EST              | ADDRESSABLE               | ADMIN. CUST. RM.                 |
| 170                       | RIO VISTA               | EDWARDS EST-3            | ADDRESSABLE               | ADMIN. OFFICE                    |
| 172                       | ROBERTS                 | SIMPLEX 4020             | ADDRESSABLE               | ADMIN. PWR. RM.                  |
| 174                       | ROOSEVELT               | EDWARDS EST-3            | ADDRESSABLE               | ADMIN. OFFICE. EAST WALL         |
| 114                       | SALINAS                 | EDWARD EST               | ADDRESSABLE               | ADMIN. OFFICE                    |
| 176                       | THOMPSON                | GAME WELL if 602         | ADDRESSABLE               | ADMIN. OFFICE                    |
|                           |                         | EDWARDS EST              | ADDRESSABLE               | ADMIN. OFFICE                    |
| 178                       | URBITA                  | SIMPLEX 4002             | NON ADDRESSABLE           | ADMIN. OFFICE                    |
|                           | C-4,5,6,7 only          | EDWARDS EST-3 C-WING     | ADDRESSABLE               | ADMIN OFFICE                     |
| 180                       | VERMONT                 | SIMPLEX 4010             | ADDRESSABLE               | ADMIN. OFFICE                    |
| 182                       | WARM SPRINGS            | SIMPLEX 4002             | NON ADDRESSABLE           | ADMIN. OFFICE                    |
|                           | Stand Alone             | NOTIFIER nfw-50          | ADDRESSABLE               | QEIA E-8                         |
| 184                       | WILSON                  | EDWARDS EST              | ADDRESSABLE               | ADMIN. DATA RM.                  |
| 192                       | BING WONG               | EDWARDS EST-3            | ADDRESSABLE               | ADMIN. PWR. RM.                  |
|                           |                         |                          |                           | PANELS NEED TO BE INTERCONNECTED |
|                           |                         |                          |                           | D5,D6,D7,E5,E6,E7                |
| <b>MIDDLE SCHOOLS</b>     |                         |                          |                           |                                  |
| 302                       | ARROWVIEW               | EDWARDS EST-3            | ADDRESSABLE               | ADMIN. MDF RM.                   |
|                           |                         | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE               | SDC PWR. RM.                     |
| 318                       | CESAR CHAVEZ            | SIMPLEX 4100U            | ADDRESSABLE               | ADMIN. MDF RM.                   |
| 304                       | CURTIS                  | EDWARDS EST-3            | ADDRESSABLE               | H BLDG. MDF. RM.                 |
| 308                       | DEL VALLEJO             | EDWARDS EST-3            | ADDRESSABLE               | ADMIN. OFFICE                    |
|                           |                         | Sub. Pnl. SIMPLEX 41002  | NON ADDRESSABLE           | ADMIN. OFFICE                    |
|                           |                         | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE               | SDC PWR. RM                      |
| 308                       | GOLDEN VALLEY           | SIMPLEX 4100             | ADDRESSABLE               | ADMIN. IDF RM.                   |
|                           |                         | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE               | SDC PWR. RM.                     |
| 310                       | KING                    | SIMPLEX 4100U            | ADDRESSABLE               | ADMIN. MDF RM.                   |
|                           |                         | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE               | SDC PWR. RM.                     |

# EXHIBIT A

## SBCUSD FACP List March 2016

| CODE                             | SITE                      | FACP   | FACP TYPE       | FACP LOCATION            |                          |
|----------------------------------|---------------------------|--|-----------------|--------------------------|--------------------------|
| 324                              | PAAKUMA K-8               | EDWARDS EST-3  | ADDRESSABLE     | ADMIN DATA RM            |                          |
|                                  | CONSESSION & BATHRM STAND | EDWARDS EST-3  |                 | STORAGE RM               | SERVICE BY PARK SERVICES |
| 312                              | RICHARDSON                | EDWARDS EST  | ADDRESSABLE     | ADMIN. DATA RM.          |                          |
| 322                              | RODRIGUEZ                 | EDWARDS EST-3  | ADDRESSABLE     | ADMIN. MDF RM.           |                          |
| 314                              | SERRANO                   | EDWARDS EST-3  | ADDRESSABLE     | ADMIN. OFFICE            |                          |
|                                  |                           | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE     | SDC PWR. RM.             |                          |
| 316                              | SHANDIN HILLS             | EDWARDS EST-3  | ADDRESSABLE     | ADMIN. OFFICE            |                          |
|                                  |                           | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE     | SDC PWR. RM.             |                          |
| <b>HIGH SCHOOLS</b>              |                           |  |                 |                          |                          |
| 410                              | ARROYO                    | SIMPLEX 4100<br>11 NODE NET.<br>One node (Simplex 4100) per<br>Bldg. In signal Rm. | ADDRESSABLE     | ADMIN. OFFICE            |                          |
| 402                              | CAJON                     | FCI / HONEYWELL E3   | ADDRESSABLE     | ADMIN. OFFICE            |                          |
|                                  |                           | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE     | SDC PWR. RM.             |                          |
| 412                              | ISHS                      | EDWARDS EST-3  | ADDRESSABLE     | ADMIN. OFFICE            |                          |
| 510                              | MCHS                      | EDWARDS EST  | ADDRESSABLE     | ADMIN. ELECTRIC RM.      |                          |
| 404                              | PACIFIC                   | EDWARDS EST  | ADDRESSABLE     | ADMIN. OFFICE            |                          |
|                                  |                           | EDWARDS EST  | ADDRESSABLE     | AUDITORIUM               |                          |
|                                  |                           | EDWARDS EST  | ADDRESSABLE     | GYM                      |                          |
|                                  |                           | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE     | SDC PWR. RM.             |                          |
| 502                              | SAN ANDREAS               | EDWARDS EST  | ADDRESSABLE     | ADMIN. OFFICE            |                          |
| 406                              | SAN BERNARDINO            | SIMPLEX 4100   | ADDRESSABLE     | ADMIN. OFFICE            |                          |
|                                  |                           | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE     | SDC PWR. RM.             |                          |
|                                  |                           | EDWARDS EST-3  | ADDRESSABLE     | A WING GYM SOUTH DATA RM | 2 EST3 UNITS             |
|                                  |                           | EDWARDS EST  | ADDRESSABLE     | ADMIN. OFFICE            | A,B,C. and D WINGS       |
| 408                              | SAN GORGONIO              | EDWARDS EST  | ADDRESSABLE     | ADMIN. ELECTRIC RM.      |                          |
|                                  |                           | Sub. Pnl. NOTIFIER 3030  | ADDRESSABLE     | SDC PWR. RM.             |                          |
| 504                              | SIERRA                    | EDWARDS EST  | ADDRESSABLE     | ADMIN. OFFICE            |                          |
|                                  | Alt. Learning Center      | EDWARDS EST  | ADDRESSABLE     | ADMIN. SOUTH OFFICE      |                          |
| 602                              | ANDERSON                  | EDWARDS EST  | ADDRESSABLE     | ADMIN. OFFICE            |                          |
| 860                              | SAGES                     | SIMPLEX 4002   | NON ADDRESSABLE | FA S. RISER RM.          |                          |
| 860                              | SAGES A BLDG.             | SIMPLEX 4010   | ADDRESSABLE     | A BLDG. CUST RM.         |                          |
| <b>Child Development Centers</b> |                           |  |                 |                          |                          |
| 724                              | ALLRED                    | SIMPLEX 4010   | ADDRESSABLE     | ADMIN. OFFICE            |                          |
| 870                              | ELIOTT DC.                | SIMPLEX 4001   | NON ADDRESSABLE | NORTH CUST. RM.          |                          |
| 874                              | SIERRA INFANT             | SIMPLEX 4001   | ADDRESSABLE     | INTERIOR W. WALL         |                          |
| 714                              | ADMIN. BLDG.              | SIMPLEX 4208   | NON ADDRESSABLE | ADMIN. MDF RM.           |                          |
| 740                              | M&O                       | SIMPLEX 4002   | NON ADDRESSABLE | ADMIN POWER RM.          |                          |
| 834                              | NUT. SVCS.                | Edward EST-3   | ADDRESSABLE     | BLDG. ENTRANCE           |                          |
| 899                              | WHAA PRT. CTR.            | SIMPLEX 4010   | ADDRESSABLE     | ADMIN. WK. RM.           |                          |

**EXHIBIT B**

**RFP PROPOSAL FORM**

I certify that I have read and fully understand the intent of this RFP No. 187 - Fire Alarm & Security Services. We certify that we have adequate resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the District.

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

We further certify that we are properly licensed to conduct business within the scope of this RFP, in the State of California.

We further certify all services will be provided in accordance with the pricing structure provided in the RFP response documents.

We certify that all requirements and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

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

By: \_\_\_\_\_  
Signature & Title

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

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ATTACHMENT 1**



**SAMPLE AGREEMENT**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**

777 North F Street  
San Bernardino, CA 92410

**AGREEMENT TO PROVIDE CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as “**DISTRICT**” with its principal place of business located at 777 North F Street, San Bernardino, California 92410, and **XXXXXX**, hereinafter referred to as “**CONSULTANT**,” with a principal place of business located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and,

WHEREAS, the CONSULTANT itself is, or those hired by the CONSULTANT are, specially trained, experienced and competent to provide Fire Alarm & Security Systems Services as required by the DISTRICT, and such services are needed on a regular basis;

NOW, THEREFORE, the DISTRICT and the CONSULTANT mutually agree as follows:

**I. TERM OF AGREEMENT**

- A. This Agreement shall be for a period beginning \_\_\_\_\_, 2016 continuing through \_\_\_\_\_, with an option to extend yearly up to an additional (4) four years.
- B. Upon a showing of good and sufficient cause by the CONSULTANT, the DISTRICT may at its discretion, grant such extensions of time as it may deem advisable in which the CONSULTANT may accomplish the results required hereunder; provided, however, the DISTRICT shall not be obligated to pay the CONSULTANT any additional consideration if such an extension of time has been granted.

II. SCOPE OF WORK

CONSULTANT shall provide Monitoring, Servicing and maintaining various fire alarm and security systems at various facilities for the SBCUSD as described in RFP No. XX-X further described herein.

III. CONFIDENTIALITY OF DATA

DISTRICT and CONSULTANT agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party will be held in confidence and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

DISTRICT and CONSULTANT agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision will be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party will be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

IV. NOTICES

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

DISTRICT

CONSULTANT

Debra Love  
Director, Purchasing Department  
777 N "F" Street  
San Bernardino, California 92407

Copy to:  
Samer Alzubaidi  
Director, Facilities Department  
956 W. 9<sup>th</sup> Street  
San Bernardino, California 92411

If mailed, notices shall be effective as of the date of the postmark on receipt by addressee.  
If delivered by hand, the effective date shall be the date of receipt of addressee.

V. INVOICES

All invoices will be audited and approved by DISTRICT's authorized representative who, for the purposes of this agreement is as follows:

Samer Alzubaidi  
Director, Facilities Department  
956 W. 9<sup>th</sup> Street  
San Bernardino, CA 92411

The Agreement number on the upper left side of this page should always be referenced in any correspondence or invoices pertaining to this Agreement to the DISTRICT. The invoice shall describe in detail the services rendered and must include the CONSULTANT's Social Security or Federal Tax I.D. number, agreement number, and the purchase order number. The DISTRICT shall make payment to the CONSULTANT after receipt and approval of the invoice(s).

VI. CANCELLATION FOR NON-PERFORMANCE OR NON-COMPLIANCE

- A. If, at any time during the performance of this Agreement, the DISTRICT determines, at the DISTRICT's sole discretion, that the CONSULTANT's services are not achieving the results required hereunder, the DISTRICT shall be obligated to pay the CONSULTANT only for that portion, if any, of the results achieved.
- B. Non-compliance by the CONSULTANT with the terms of this Agreement shall be cause for suspension and/or termination by the DISTRICT. The DISTRICT shall provide written notice to the CONSULTANT including the reasons for suspension or termination under this provision. If the Agreement is suspended, the CONSULTANT shall have five (5) business days to cure the condition(s) for which the suspension was given or the Agreement will be terminated.

VII. SPECIAL PROVISIONS

A. INSURANCE REQUIREMENTS

The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to workers compensation insurance laws. The CONSULTANT understands that DISTRICT's insurance does not cover CONSULTANT. The CONSULTANT shall procure and maintain for all periods during which CONSULTANT is performing any portion of the work, insurance policies or self-insurance, workers' compensation insurance coverage for its employees who provide services hereunder, and insurance coverage for any and all claims for damages, injury, death or liability it may sustain or impose on others including the DISTRICT.

The DISTRICT understands that the CONSULTANT may use independent contractors, volunteers, or others not covered by the CONSULTANT's workers' compensation insurance coverage, to provide services hereunder. The CONSULTANT shall advise such persons providing services hereunder at the direction of the CONSULTANT that the DISTRICT does not provide workers' compensation insurance and the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

B. ASSIGNMENT

The CONSULTANT shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof of any interest herein, in whole or in part, without the prior written consent of the DISTRICT. If consent is not given by the DISTRICT to assign, transfer, or encumber this Agreement, such action shall be deemed automatically void. This Agreement shall not be assignable except with the mutual written consent of the parties hereto.

C. MODIFICATION

This Agreement may be amended by the mutual written consent of the parties hereto. If any actual or physical deletions or changes appear on the face of the Agreement, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

D. TERMINATION

Either party may terminate this Agreement with a thirty (30) day written Notice.

VIII. LAWS

A. GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the State of California.

B. LAWS AND REGULATIONS

CONSULTANT shall conform to all applicable Federal, State, County, and City laws, rules, ordinances, codes and regulations covering this work. It is the vendor's total responsibility to determine specific details of such requirements and warrant that all work performed as part of this Agreement totally conforms to such requirements.



C. PROVISIONS OF LAW INSERTION

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

D. CONFLICT WITH EXISTING LAW

The vendor/CONSULTANT and the District agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go the heart of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

IX. COMPLETE AGREEMENT

RFP XX and this contractual document represent the entire agreement and understanding between the DISTRICT and CONSULTANT. The terms of the RFP will prevail over any different or additional terms in any other agreement. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

CONSULTANT

SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT

\_\_\_\_\_  
Name  
Title \_\_\_\_\_

\_\_\_\_\_  
Debra Love  
Director, Purchasing Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 2**

**RESPONDENT QUESTIONNAIRE**

The respondent shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff. Failure to comply with this requirement may cause rejection of the respondent's proposals. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the respondent and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal and proposal materials, then please clearly identify such in the following questions.

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

**SECTION A – GENERAL INFORMATION**

(1) Respondent name, address and contact information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email and Internet Addresses: \_\_\_\_\_

(3) Type of respondent: (check one)  
Individual                  Partnership                  Corporation                  State:

(4) Names and titles of all principals/officers of the respondent:

| Name  | Title | Phone Number |
|-------|-------|--------------|
| _____ | _____ | _____        |
| _____ | _____ | _____        |
| _____ | _____ | _____        |
| _____ | _____ | _____        |

(5) Please list any applicable certifications and licenses and their associated numbers:

\_\_\_\_\_

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

a. If yes, give respondent name, address and certification or license number.

(i) Name \_\_\_\_\_

(ii) Address \_\_\_\_\_

(iii) License No. (if any) \_\_\_\_\_

(7) How many years has respondent been in business under its present business name? \_\_\_\_\_.

(8) How many years of experience does respondent have providing similar services? \_\_\_\_\_.

(9) For how many public agencies has respondent provided similar services? \_\_\_\_\_

(10) Please list the public agencies, including any school districts that respondent has provided similar services for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(11) Please attach a short history of the respondent including whether it is local, national, or international as well as approximate number of employees. Also provide the number of offices and locations.

(12) Identify Fire Alarm & Security Services performed for other school districts and multi-sites in accordance parameters described above.

(13) Describe how respondent has successfully provided Fire Alarm & Security Services such as those described herein.

(14) Describe the unique or innovative programming approaches utilized on previous projects.

**SECTION B – LEGAL**

(15) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years? \_\_\_\_\_.

(a) If yes, provide the name of the public agency and briefly detail the dispute:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(16) Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years? \_\_\_\_\_.

(a) If yes, provide details including the name of the other party:

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(17) Is respondent, owners, and/or any principal or manager involved in or is respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_.

(a) If yes, provide details:

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(18) Is respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? \_\_\_\_\_.

(a) If yes, provide details:

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(19) Does respondent maintain errors and omissions coverage? \_\_\_\_\_.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(20) Will respondent comply with all District, local, State and Federal legal requirements, regulations and laws? \_\_\_\_\_.

### **SECTION C – ADDITIONAL INFORMATION**

(21) Please provide any other information that may assist the District in ascertaining your proposals, capability and customer service under any resultant agreement.

### **SECTION D - REFERENCES**

(22) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

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

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I certify and declare under penalty of perjury under the laws of the State of California that the foregoing **Respondent Questionnaire pages one (1) through four (4)** is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at

\_\_\_\_\_, State of \_\_\_\_\_.

City, County

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

### ATTACHMENT 3

### PROPOSED YEARLY FEE SCHEDULE

The respondents are required to provide their proposed fees in the format shown below.

#### UNIT COSTS

Please provide your current unit costs to install/repair, but not limited to the following devices. As stated previously, equipment shall be separate based on current manufacture MSRP. The costs below should include ALL labor, permits, taxes and other costs associated with replacing the following:

| <u>Item</u> | <u>Description</u>                 | <u>Unit Price/Year #</u> |
|-------------|------------------------------------|--------------------------|
| A           | Security Keypad Display            |                          |
| B           | Fire Alarm Remote Annunciator      |                          |
| C           | Duct Detector                      |                          |
| D           | Duct Detector Remote Test Stations |                          |
| E           | Remote Alarm LED                   |                          |
| F           | Manual Pull Stations               |                          |
| G           | Single Input Module                |                          |
| H           | Dual Input Module                  |                          |
| I           | Signal Output Modules              |                          |
| J           | Synchronized Signal Module         |                          |
| K           | Control Relay Module               |                          |
| L           | PIR Motion Detector                |                          |
| M           | Dual Input Security Module         |                          |
| N           | Horns, Exterior                    |                          |
| O           | Horn-Strobes, Ceiling Mount        |                          |
| P           | Horn-Strobes, Wall Mount           |                          |
| Q           | Strobes, Ceiling Mount             |                          |
| R           | Strobes, Wall Mount                |                          |
| S           | Strobes, Weatherproof              |                          |
| T           | Speakers, Ceiling Mount            |                          |
| U           | Speakers, Wall Mount               |                          |
| V           | Speakers, Exterior                 |                          |
| W           | Door Holder / Releases             |                          |
| X           | Ancillary Relays                   |                          |

#### LABOR RATES

Rates shall be as follows:

| <u>Item</u> | <u>Description</u>                                      | <u>Hourly Rate/Year #</u> |
|-------------|---|---------------------------|
| A           | Regular Hours: 8AM-5PM, M-F                             |                           |
| B           | After Hours   |                           |
| C           | Holidays  |                           |
| D           | Emergency Calls   |                           |
| E           | Software Design & Setup                                 |                           |
| F           | Software Maintenance, Upgrades, Revisions & Replacement |                           |

**ATTACHMENT 4**

**EQUAL OPPORTUNITY CERTIFICATION**

To: San Bernardino City Unified School District  
777 N. F Street  
San Bernardino, CA 92410

Respondent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

Number of Employees \_\_\_\_\_

**This respondent is:**

Independently Owned and Operated

An Affiliate of \_\_\_\_\_ Parent Company \_\_\_\_\_

A Subsidiary of \_\_\_\_\_ Address \_\_\_\_\_

A Division of \_\_\_\_\_

\*\*\*\*\*

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

\*\*\*\*\*

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 5**

**RESPONDENT 'S CERTIFICATE  
REGARDING WORKMEN'S COMPENSATION**

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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Signature

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Name of Principal

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Title



## ATTACHMENT 6

### Building Schools Building Education Building Opportunities



| BUSINESS OUTREACH PROGRAM  |   |  |   |  |  |
|--|---|--|---|--|--|
| Company Information  |   |  | Contact Information                                       |  |  |
| Company Name   |   | Name   |   | Title/Position   |  |
| Address  |   | Cell phone   |   | - -  |  |
| City   |   | Office phone   |   | - -  |  |
| State  | Zip   | Fax  |   | - -  |  |
| Web Address  |   | E-mail   |   |  |  |
| Ownership Type<br>(check type)   | Firm Size   | License(s)   |   | Business Certification<br>(check all that apply)                           |  |
| <input type="checkbox"/> Sole Proprietor   | Gross Revenue \$/yr   | <input type="checkbox"/> A. General Engineering                      |   | <input type="checkbox"/> Small Business Enterprise (SBE)                   |  |
| <input type="checkbox"/> Corporation   | # of Employees:   | <input type="checkbox"/> B. General Building                         |   | <input type="checkbox"/> Disabled Veteran-owned Business Enterprise (DVBE) |  |
| <input type="checkbox"/> Partnership   |   | <input type="checkbox"/> C. Specialty                                |   | <input type="checkbox"/> Minority-owned Business Enterprise (MBE)          |  |
| <input type="checkbox"/> Nonprofit   |   |  |   | <input type="checkbox"/> Woman-owned Business Enterprise (WBE)             |  |
| <input type="checkbox"/> Other:  |   |  |   | <input type="checkbox"/> Other:  |  |
| Services, Business Goods<br>(check all that apply)   |   |  |   |  |  |
| <input type="checkbox"/> Architecture  | <input type="checkbox"/> Environmental  | <input type="checkbox"/> Inspection                                  | <input type="checkbox"/> Special Construction             |  |  |
| <input type="checkbox"/> Communications/ IT  | <input type="checkbox"/> Equipment  | <input type="checkbox"/> Legal                                       | <input type="checkbox"/> Specialties                      |  |  |
| <input type="checkbox"/> Concrete  | <input type="checkbox"/> Exterior Improvements (including landscape/irrigation) | <input type="checkbox"/> Masonry                                     | <input type="checkbox"/> Surveying                        |  |  |
| <input type="checkbox"/> Conveying systems   | <input type="checkbox"/> Financial  | <input type="checkbox"/> Metals                                      | <input type="checkbox"/> Thermal and Moisture             |  |  |
| <input type="checkbox"/> Demo/Remediation  | <input type="checkbox"/> Finishes   | <input type="checkbox"/> Moving/Storage                              | <input type="checkbox"/> Utilities                        |  |  |
| <input type="checkbox"/> Doors and Windows   | <input type="checkbox"/> Fire Suppression                                       | <input type="checkbox"/> Plumbing                                    | <input type="checkbox"/> Woods and Plastics               |  |  |
| <input type="checkbox"/> Earthwork   | <input type="checkbox"/> Furnishings  | <input type="checkbox"/> Portable Facilities                         | <input type="checkbox"/> Other:                           |  |  |
| <input type="checkbox"/> Electrical  | <input type="checkbox"/> General Contracting                                    | <input type="checkbox"/> Real Estate, Appraisal, Property Management |   |  |  |
| <input type="checkbox"/> Engineering   | <input type="checkbox"/> HVAC   | <input type="checkbox"/> Safety and Security                         |   |  |  |
| Local Business Outreach Profile (if applicable)  |   |  |   |  |  |
| <b>1. Local Business Identification</b>  |   |  |   |  |  |
| <input type="checkbox"/> Located in City of San Bernardino or Highland   |   |  | <input type="checkbox"/> Located in San Bernardino County |  |  |
| <b>2. How do you prefer to receive notices for SBCUSD opportunities?</b>   |   |  |   |  |  |
| <input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail  |   |  |   |  |  |
| <b>3. How do you normally receive notices for SBCUSD opportunities?</b>  |   |  |   |  |  |
| <input type="checkbox"/> District Website <input type="checkbox"/> Chamber <input type="checkbox"/> Trade Assoc. <input type="checkbox"/> Plan Room <input type="checkbox"/> Newspaper <input type="checkbox"/> Mail <input type="checkbox"/> Other: |   |  |   |  |  |

VIEW VENDOR OPPORTUNITIES AT: [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com)

# ATTACHMENT 7

|   |  |   |
|---|--|---|
| Form <b>W-9</b><br>(Rev. August 2013)<br>Department of the Treasury<br>Internal Revenue Service | <h2 style="margin: 0;">Request for Taxpayer<br/>Identification Number and Certification</h2> | Give Form to the<br>requester. Do not<br>send to the IRS. |
|---|--|---|

|   |  |  |
|---|--|--|
| Print or type<br>See Specific Instructions on page 2.   | Name (as shown on your income tax return)  |  |
|   | Business name/disregarded entity name, if different from above   |  |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |  |
|   | Address (number, street, and apt. or suite no.) _____<br>City, state, and ZIP code _____   |  |
|   | Exemptions (see instructions):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____   |  |
| Requestor's name and address (optional) _____<br>List account number(s) here (optional) _____ |  |  |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number         |  |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |  |
| Employer identification number |  |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|  |              |
|--|--------------|
| <b>Sign Here</b><br>Signature of U.S. person ▶ _____ | Date ▶ _____ |
|--|--------------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [irs.gov](http://irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**ATTACHMENT 8**

***NON-COLLUSION DECLARATION TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH RFP***

(Public Contract Code Section 7106)

(Prime Bidder)

I am the \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Bidder)

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or to refrain from bidding. 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., All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ at \_\_\_\_\_.

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

# ATTACHMENT 9

To be completed by the successful bidder(s)  
Bidder Certification: Fingerprint and Criminal Background

**San Bernardino City Unified School District**  
777 N. F Street, San Bernardino, CA, 92410

## Fingerprint and Criminal Background Check Certification

*In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.*

With respect to the Agreement dated \_\_\_\_\_, between the San Bernardino City Unified School District "DISTRICT" and the individual, company, or contractor named \_\_\_\_\_ "VENDOR," for provision of \_\_\_\_\_ services,  
Please check all appropriate boxes and sign below:

**REQUIREMENTS MET:**

A)

The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45126.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 887.6(a) or a serious felony listed in Penal Code section 1182.7(a).

List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

~OR~

**REQUEST FOR WAIVER:**

IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED BY THE DISTRICT AND A P.O. IS ISSUED.

B)

The VENDOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45126.1 et seq.

- The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]

The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]  
-- Check all methods to be used:

- 1) Installation of a physical barrier at the worksite to limit contact with pupils
- 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ

Provide below the names of the employee(s) who will provide supervision and indicate method of security clearance and date security clearance obtained:

- 3) Surveillance of employees of the VENDOR by school personnel

The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the District with current "Fingerprint and Criminal Background Check Certification", along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED:**

|                 |  |
|-----------------|--|
| Office use only | WAIVER REQUEST:      APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/>   |
|                 | By: _____ Date _____<br><small>Debra Love, Director - Purchasing Department, Business Services Division OR Other Authorized District Agent</small> |
|                 | WAIVER REQUEST:      APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/>   |
|                 | By: _____ Date _____<br><small>Perry Wiseman, Asst. Superintendent, Human Resources Division OR Other Authorized District Agent</small>            |

**ATTACHMENT 10**

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

**FAR Subpart 9.4—Debarment, Suspension, and Ineligibility**

I am aware of and hereby certify that neither \_\_\_\_\_ nor  
Name of Service Provider

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Respondent/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

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

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date