STAFF REPORT

Meeting Date: January 6, 2015

To: Honorable Mayor & City Council

From: Erick Lee, Division Commander

Subject: Updated Information on School Security Funding Request FY 2014-2015

Attachment:
1) BHUSD Press Release Re: Campus Safety Program
2) BHUSD Insurance Certificate
3) BHUSD Request for Proposals – School and Safety Services II

INTRODUCTION

This report provides an update of the latest development related to the school security funding request to support the Beverly Hills Unified School District's agreement with Evidence-Based, Inc. (EBi), the firm contracted to provide these services. With its recent termination of the agreement, the District is asking the City to fund the amount already paid to EBi from August 2014 through November 5, 2014.

BACKGROUND

On August 5, 2014, the City Council considered a request from Beverly Hills Unified School District (BHUSD) Board President Noah Margo during the Study Session Agenda to fund half of the cost of the District's Campus Security Program. The annual program cost was $881,423 and was provided through a private security vendor, EBi. The total request of the City for FY14/15 was $440,712. During that meeting, the City Council posed a number of questions to staff, representatives of BHUSD, and EBi relating to school safety, coordination between the Police Department and EBi, liability issues, the role of armed campus security officers in the schools, and financial issues affecting the District. The City Council then requested that answers to these questions be researched and presented at a future meeting for reconsideration of this item.

Representatives from the School District and EBi were also in attendance. The City Council provided direction during the October 7, 2014 Study Session to proceed with the request to fund half of the cost of the District's campus security program for the 2014/15 school year.

On October 21, 2014, the City Council appropriated $440,712 and authorized the City Attorney and City Manager to negotiate and execute a one-year agreement related to the provision of the funding. The City Council directed that this agreement be subject to the following conditions:

- The City would not exercise control over the security operation.
- Before payment is made, the agreement would require the District to demonstrate to the City that its private security vendor has at least $10 million in general liability insurance and that the City has been named as an additional insured.
- The District must amend its contract with the security firm to require that the firm defend and indemnify the City as well as the District from any liability arising from the security firm's operations to the fullest extent permitted by law with language satisfactory to the City's Risk Manager and the City Attorney.

DISCUSSION

On November 6, 2014, the District issued a press release informing parents that EBi would no longer be administering its campus security program. According to the press release, the District had fulfilled its contractual and payment obligations to EBi. However, EBi had undergone a series of financial difficulties that placed the firm near bankruptcy. The financial difficulties had escalated to the point that EBi officers had been working without receiving paychecks from EBi. Due to these financial issues, the District exercised the termination clause in its contract and severed its business relationship with EBi.

Representatives from the District have contacted the City to inquire about reimbursement for payments made by BHUSD to EBi. As of December 16, 2014, the funding agreement authorized by the City Council at its October 21, 2014 meeting had not been finalized. Additionally, BHUSD had not provided the City with evidence of the $10 million in general liability insurance or a copy of its amended contract with EBi.

According to correspondence received on December 8, 2014, BHUSD paid EBi an advance of $411,192.50 for services from August 1, 2014 to December 31, 2014. EBi provided 59 days of services and earned $276,176.64. The District is requesting the City to reimburse it for half the costs of the services provided by EBi and paid for by the District. This request amount to $138,088.32. Additionally, the District has informed the City that although EBi had a $10 million insurance policy, the City was not a named additional insured. Evidence of this insurance has not been provided to the City.

FISCAL IMPACT

Funds in the amount of $440,712 have already been appropriated to reimburse BHUSD for half of the costs associated with its campus security program.

RECOMMENDATION

It is recommended that the City Council discuss the request and provide direction to staff.

David L. Snowden, Chief of Police

Approved By

Attachment 1

Subject: FW: Press Release Campus Safety Security

BEVERLY HILLS UNIFIED SCHOOL DISTRICT
PRESS RELEASE – November 6, 2014

Re: Campus Safety Program

The Beverly Hills Unified School District ("District") has been informed that Evidence Based, Inc. ("EBI"), the company that administers the Campus Safety Program at the District campuses, will no longer be administering the program.

While the District has fulfilled its contractual and payment obligations to EBI, EBI has undergone a series of financial difficulties that have placed the firm near bankruptcy. The financial difficulties have escalated to the point that EBI officers have been working for the last three weeks without receiving paychecks from EBI.

When the District learned of these financial difficulties, the District was receptive to amending the contract between the District and EBI to allow for some financial relief. However, while attempting to find a solution, additional information came to light that EBI's financial condition had worsened.

As a result, the District chose to exercise the termination clause in the contract which required the District to provide nine (9) days' notice prior to termination, and required EBI to continue providing services during that time. However, on November 5, 2014, at approximately 10:30 a.m., just one day after notice was provided, EBI notified the campus officers that they were terminated effective immediately.

Due to EBI's termination of the campus officers, the officers are currently without the necessary insurances required to perform services on the District's campuses. The District and former EBI Supervisor Joe Chirillo are feverishly working to find the necessary elements to affect a rapid solution.

This e-mail has been sent to you by BEVERLY HILLS UNIFIED SCHOOL DIST. To maximize their communication with you, you may be receiving this e-mail in addition to a phone call with the same message. If you no longer wish to receive email notifications from BEVERLY HILLS UNIFIED SCHOOL DIST, please click here to unsubscribe.

Attachment 2

OP ID: KM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliance Mgt. & Insurance Serv
355 Via Vera Cruz #7
CA Agent/Broker Lic# 0737966
San Marcos, CA 92078
William R. West

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: EVIDE-1

INSURED
Evidence-Based Inc
9881 Irvine Center Dr
Irvine, CA 92618

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: First Mercury Insurance Co.	10657
INSURER B: AXIS Surplus Insurance Company	
INSURER C: Lloyds Of London	
INSURER D: State Compensation Ins Fund	35076
INSURER E: Progressive	04287
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Errors & Omission X Owners & Contract GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		[redacted]	01/02/2014	01/02/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ Amend Limit $ 2,000,000 $ Incl In Agg
E	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			[redacted]	01/03/2014	01/03/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000
B	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			[redacted]	01/02/2014	01/02/2015	EACH OCCURRENCE AGGREGATE Abuse	$ 10,000,000 $ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	12/30/2013	12/30/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Abuse & Molestatio			[redacted]	01/02/2014	01/02/2015	Abuse Ded.	1,000,000 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Beverly Hills Unified School District is named as an additional Insured with regards to the work performed by the named Insured.
Security, CA --

CERTIFICATE HOLDER

Beverly Hills Unified
School District
255 South Lasky Drive
Beverly Hills, CA 90212

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sam G. Novell

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Attachment 3

Beverly Hills
Unified School District
255 S. Lasky Dr. Beverly Hills, CA 90212
Phone 310-551-5100 Fax 310-559-8517

Request for Proposals

School Safety & Security Services

Proposal #12-2014

Release Date: December 10, 2014
Last day for questions: Friday December 26, 2014 1:00 pm
Proposal Due: Monday January 5, 2015 12:00 pm

NOTICE TO PROPOSERS

Beverly Hills Unified School District (District) is soliciting proposals from professional companies (Respondents) for selection of District wide **School Safety & Security Services** in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP). This RFP provides respondents with the information necessary to prepare and submit a Proposal for consideration by the District.

INQUIRIES AND INTERPRETATIONS: Responses to inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by the District as an addendum, and emailed to all parties recorded by BHUSD as having received a copy of the RFP. All such addenda issued by BHUSD prior to the time that proposals are received shall be considered part of the RFP, and the respondent shall be required to consider and acknowledge receipt of each addendum in its response.

Only those inquiries District replies to by addenda shall be binding. BHUSD is requesting questions be sent via email to Dianne Richard, Purchasing Agent, at drichard@bhusd.org. Deadline for questions is by 1:00 pm on Friday December 26, 2014

BHUSD Purchasing Office will receive sealed proposals by 12:00 pm on Monday January 5, 2015. Late submittals will not be considered and returned to the Respondent. Unsigned proposal will be considered unresponsive and will be rejected.

DELIVER SUBMITTALS TO:

Beverly Hills Unified School District
Purchasing Office
255 S. Lasky Drive
Beverly Hills, CA 90212

The outside of the envelope must show the RFP number, name and opening date as follows:

REF# 12-2014 – **School Safety & Security Services**
12:00 pm, Monday January 5, 2015

Interviews may be held with selected respondents. Times will be announced when the interviews schedule becomes available. At the conclusion of the interviews, the successful respondent will be notified of their selection to perform the services. Participating companies are cautioned that the Board is not required to enter into discussions, and may award a contract on the basis of information received in the proposal, without calling for interviews or discussions.

The District reserves the right to accept or reject any or all proposals or any part thereof and to waive any minor informality in any proposal not deemed to be in the best interest of the District.

GENERAL INFORMATION

1. **PROPOSALS**
   Each proposal must conform and be responsive to the invitation, the information for Proposers, the Specifications, and all other documents comprising the pertinent contract documents.

   The Beverly Hills Unified School District is not responsible for any costs associated with preparing the proposal or negotiating final agreement.

   Proposals shall be delivered to the District, at the office indicated, on or before the day and hour set in the REQUEST FOR PROPOSAL, attached herein, which proposals shall be enclosed in a sealed envelope bearing the description of the proposal, the proposal number, and the name of the proposer. It is the responsibility of the proposer to ensure that their proposal is received in proper time and at the proper place. Any proposals received after the scheduled closing time for receipt of proposals shall be returned to the proposer unopened.

2. **SUBMITTED PROPOSAL**
   The proposal submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal. A Proposer will be bound by the terms and conditions of the proposal, nothwithstanding the fact that errors may be or are contained therein. However, if material errors are actually discovered in a proposal, the District will notify the Proposer that the proposal, as submitted, appears to contain errors and will require the Proposer to correct the errors.

3. **ADDENDA**
   Any addenda issued by District during the time of the proposal process, or forming a part of the documents issued to the proposer for the preparation of their proposal, shall be covered in the proposal and shall be made a part of the contract.

4. **WITHDRAWAL OF PROPOSAL**
   Any proposer may withdraw its proposal, either personally or by a written request at the time prior to the due date.

5. **AWARD OR REJECTION OF PROPOSALS**
   The Governing Board of the Beverly Hills Unified School District, reserves the right to reject any/or all proposals, to accept or reject any one or more items of a proposal, and to waive any informality in the proposals or in the proposal process.

   All proposals and materials submitted in response to this RFP shall become the property of the District and will be considered a part of the Public Record.

6. **WITHDRAWAL OF PROPOSALS AFTER OPENING**
   No proposer may withdraw its proposal for a period of sixty (60) days after the deadline set for the submission of proposals.

7. **INTERPRETATION OF DOCUMENTS**
   If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they are instructed to request, in writing, an interpretation or correction thereof. Questions should be submitted via e-mail to Dianne Richard, at drichard@bhusd.org no later than Friday, December 26, 2014 by 1:00 pm. Any interpretation or correction of the proposed documents will be made by Addendum.

The District will not be responsible for any other explanation or interpretation of the proposed documents. Questions via telephone will not be accepted.

8. RESPONSES TO QUESTIONS

The District will distribute its response for clarification or interpretation via Addendum to all known Proposers.

9. PERMITS AN LICENSES

The proposer and all of the proposer's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.

10. WORKERS COMPENSATION

In accordance with the provisions of Section 3700 if the Labor Code, successful firm shall secure the payment on compensation to his employees. Successful firm shall sign and file with the District the following certificate prior to performing the work under the contract: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to insure against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. HOLD HARMLESS

The successful firm agrees to defend and hold harmless the Beverly Hills Unified School District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the successful firm's performance of professional services set forth herein. The successful firm further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

12. AGREEMENT REQUIREMENT

The firm selected will also be required to promptly enter into the Agreement with the District. Attention should be paid to the following:

a. **INSURANCE**: The District requires the successful firm carry Liability Insurance coverage of at least $10 Million per occurrence. This insurance is to be paid by the Proposers; In addition the Proposers must provide comprehensive liability, automobile liability and workers' compensation insurance coverage, and abuse and molestation coverage.

13. FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS

The firm will execute a certification by Contractor; Criminal Records check district form prior to the performance of any work at the District.

14. PRICING

Quoted prices must stay in effect of one (1) year after award of contract and may be extended upon mutual consent of District and proposer for an additional two (2) years one year periods.

15. TOBACCO, ALCOHOL, DRUGS

The Beverly Hills Unified School District is a tobacco, alcohol and drug free district. The contractor and employees will not use any tobacco, alcohol or drugs while on school district

property. Violations of the Board of Education mandate will result immediate removal of the person from district property.

16. TERMINATION OF CONTRACT FOR CONVENIENCE

Notwithstanding anything to the contrary stated in the Contract Documents, the District may terminate the Contract for convenience at any time upon thirty (30) calendar days' prior written notice to the vendor. Upon receipt of any such notice of termination for convenience, the Vendor shall immediately, in accordance with the instructions from the District, proceed as follows:

a. Cease operations as specified in the notice; provided that, the District, in its sole and absolute discretion, may require the Vendor to complete any work necessary to facilitate transfer of the vendor's responsibilities to another vendor

b. Proceed to complete the performance of work not terminated.

c. Upon such termination, the District's total obligation to the Vendor shall be limited to payment for all work completed. The Vendor hereby waives and forfeits all other claims for payment and damages, including, without limitations, any claim for anticipated profits.

d. The District shall be credited for any payment previously made to the Vendor for any portion of the work which has not been provided and/or claims which the District has against the Vendor under the Contract or any other amounts that the District may withhold or offset against the Vendor price pursuant to the Contract Documents.

e. Final payment to the Vendor hereunder shall be made upon receipt and approval of a final Vendor payment request from the Vendor.

17. TERMS OF THE CONTRACT

The terms of the contract shall be one (1) year and may be extended for an additional two (2) one year periods.

18. PAYMENT

The District will pay for services provided on a monthly basis. Full payment will be made within thirty (30) calendar days of receipt of a properly documented invoice.

SCOPE OF WORK

The Beverly Hills Unified School District is seeking qualifications and proposals from experienced, licensed security company, to provide school safety and security services for four (4) K-8 and One (1) 9-12 Campuses. Average enrollment at the K- 8 School is 700 and the 9-12 school is 1500.

The mission of the District is to Prevent and Manage School Violence,
Reduce Safety Risks and Liabilities, and Improve School & Community Relations.

Firms submitting proposals must have valid State of California Private Patrol Operator licenses; personnel must have appropriate State of California Security Guard and Exposed Firearm permits.

Proposals should include components in

- Proactive School Security Assessments and Evaluations
- Security and Emergency Preparedness & Response
- Assessing and managing threats
- Athletic and large event security
- Bullying Prevention & Strategies
- Crime Prevention through environmental design
- Crisis communication assistance
- Post-Crisis school safety assistance

Most desirable firms will have a proven track record in K-12 Safety and Security.
Have a well-established firm having been in business for more than 5 years.
Have references in the public sector preferably education.
Be a financially stable firm
Leadership and Staff shall have solid law enforcement and security experience.
Be familiar with working in a community environment.

Firms will be ability to provide excess liability coverages to $10.0 million per occurrence, provide abuse and molestation coverage.

A typical design of services would be one patrol guard at each of the K-8 school for 8 hours Monday through Friday, two patrol guards at the high school 8 hours per day, staggered Monday through Friday. Guard Services for some athletic events and high profile events. A Supervisor/Coordinator of services, District & BHPD liaison. Guards will be armed, uniformed, and have radios.

LOCATIONS:

Beverly Hills High School 241 Moreno Drive Beverly Hills, CA 90212
Beverly Vista School 200 S Elm Dr. Beverly Hills, CA, 90212
El Rodeo School 605 Whittier Drive, Beverly Hills, CA 90210
Hawthorne School 624 North Rexford Drive, Beverly Hills, CA 90210
Horace Mann School 8701 Charleville Blvd. Beverly Hills, CA 90211

LIST OF REQUIRED SUBMITTALS

The following items are required to be returned with your offer, unless otherwise stated. Failure to submit any of the required materials may be grounds for disqualification.

1. COVER LETTER
2. PROPOSAL FORM
3. PROPOSAL QUESTIONNAIRE
4. PROPOSER QUALIFICATIONS
5. REFERENCES & EXPERIENCE
6. NON COLLUSION AFFIDAVIT
7. INSURANCE DOCUMENTS & ENDORSEMENT
8. CERTIFICATION: FINGERPRINT VERIFICATION
9. CERTIFICATION: DRUG FREE WORKPLACE
10. CERTIFICATE: ALCOHOL BEVERAGES & TOBACCO
11. CONFLICT OF INTEREST
12. AGREEMENT (required within 5 days of receipt of Notice of Award Letter)
13. W-9 (required within 5 days of receipt of Notice of Award Letter)

PROPOSAL FORM

TO: Beverly Hills Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Proposals and other documents relating thereto, the undersigned proposal, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all transportation services necessary to perform the contract and complete all of the work required in connection with **PROPOSAL #12-2014** described above, all in strict conformance with documents set forth herein.

2. ADDENDUM
The undersigned has thoroughly examined any and all Addenda (if any) issued during the proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Proposal to list all addenda)

ADDENDUM NO. _____ DATE RECEIVED_____

ADDENDUM NO. _____ DATE RECEIVED_____

3. **TOTAL BASE PROPOSAL**

_____

TOTAL CASH PURCHASE PRICE (in words)

($_____)

TOTAL CASH PURCHASE PRICE (in numbers)

Provide a breakdown of all cost (attach extra sheet if necessary)

_____

_____

_____

_____

_____

BY SUBMISSION OF THIS BID, BIDDER DECLARED UNDER PENALTY OF PERJURY. UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE INFORMATION CONTAINED ABOVE IS TRUE CORRECT AND COMPLETE.

Print or type name _____

Title _____

Name of Company as Licensed _____

Business Address _____

_____

Telephone Number _____

Facsimile Number _____

Contractor License no. _____

Class and Expiration Date _____

State of Incorporation, if applicable _____

Date _____

Sign _____

SAMPLE AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
AND

_____

1. **Parties and Date.**

This Agreement ("Agreement") is made and entered into this ___ day of _____, 2011, by and between the **BEVERLY HILLS UNIFIED SCHOOL DISTRICT** ("District") and _____ ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. **Recitals.**

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of District.

2.2 **Project.** District desires to engage Consultant to render its services for _____ (the "**Project**").

3. **Terms.**

3.1 **Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term.** The term of this Agreement shall be from _____, 20__ until _____, 20__, unless earlier terminated as provided herein. **[- or - The term of this Agreement shall be from the date first written above and shall continue until District's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein.]** The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis and Consultant is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the District is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Consultant will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

(d) Work Authorization. Consultant shall obtain from District a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services

in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant 's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $10 Million per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than $1,000,000 per claim/ $2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. If Consultant works directly with or near children, the General Liability Policy shall include or be endorsed to include abuse and molestation coverage.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition,

such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(v) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by reference for a not-to-exceed price of _____ Dollars ($_____). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(c) Payment of Compensation. Consultant shall submit to District an itemized statement which indicates work completed and hours of Services rendered by Consultant. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

3.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 **General Provisions.**

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

_____

_____

_____

Attn: _____

_____

DISTRICT:

Beverly Hills Unified School District
255 South Lasky Drive
Beverly Hills, CA 90212
Attn: _____

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should

District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant agrees to waive all rights of subrogation against the District.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Riverside, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments/Waiver. This Agreement may not be amended except by a writing signed by the District and Consultant. In order to take effect, amendments shall be approved or ratified by the District Board of Education. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. Consultant shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Consultant may be involved with on behalf of the District, or (2) any activity that Consultant may be involved with on behalf of any other firm or agency. In addition, Consultant shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. Consultant shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format,

prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(s) TB Testing. Consultant shall require that all regular and substitute employees provide verification of having been tested for **tuberculosis** and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant shall keep a copy of said information in the employee file.

(t) Confidentiality. Consultant hereby acknowledges that certain records and information maintained by the District, or by Consultant on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Consultant by District in connection with the performance of this Agreement, not generally known to the public, shall be held confidential by Consultant. Consultant agrees that information acquired by Consultant during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.

(u) Drug/Tobacco-Free Facilities. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

_____
Funding Source (Name/SACS Code)

By: _____
Name: La Tanya Kirk-Carter
Title: Chief Administrative Officer

By: _____
Name: Mark Keriakous
Title: Director, Fiscal Services

By: _____
Name:
Title: President, Board of Education

Attest:

By: _____
Name: Gary W. Woods
Title: Superintendent of Schools

[INSERT NAME OF CONSULTANT]

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

_____
Federal Tax I.D. Number

EXHIBIT "A"
SCOPE OF SERVICES

[GENERALLY PROVIDED BY CONSULTANT WITH DISTRICT TO REVIEW]

EXHIBIT "B"
COMPENSATION FOR SERVICES

Fee not-to-exceed [INSERT AMOUNT]. Work is to be billed on a time and materials basis. [OPTIONAL LANGUAGE: "All work shall be billed based on the following rate schedule." [ATTACH RATE SCHEDULE FROM PROPOSAL.]

EXHIBIT "C"
AMENDMENTS TO AGREEMENT

TO BE USED ONLY IN CONSULTATION WITH AND WITH PRIOR APPROVAL OF HUMAN RESOURCES

The Parties to the "Agreement for Professional Services between Beverly Hills Unified School District and _____," dated _____, do hereby agree to the following Amendments:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their authorized officers as of the day and year first written above.

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

By: _____
Name: LaTanya Kirk-Carter
Title: Chief Administrative Officer

By: _____
Name: Mark Keriakous
Title: Director, Fiscal Services

By: _____
Name:
Title: President, Board of Education

Attest:

By: _____
Name: _____
Title: Gary Woods
Superintendent of Schools

[INSERT NAME OF CONSULTANT]

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

_____
Federal Tax I.D. Number

PROPOSER QUESTIONNAIRE

TO THE PROPOSER:

The following questionnaire is a part of the complete proposal and must be submitted as such. The information provided therein will be used solely for evaluating the qualifications of the proposer and their organization to carry out satisfactorily the terms and conditions of the proposal. This questionnaire must be filled out accurately, completely and submitted with the proposal. Any errors, omissions of fraudulent information may be considered as a basis for the rejection of the proposal and may be grounds for cancellation of any subsequent agreement executed as a result of the proposal or proposals involved.

BIDDERS FACILITY Attach listing if more than one (1) location.

Company Name

Contact Name

Address

Phone

Fax

Web site

Agency affiliation:

EXPERIENCE

Number of years experience in providing this type of security services _____ years

COMMENTS

_____

_____

_____

_____

_____

PROPOSER QUALIFICATIONS

Provide (include in proposal) sufficient information regarding your firm's qualifications to provide for the District's security services. You may include supporting literature and attachments which the District may use to establish the responsibility and capacity of your firm to meet District requirement.

- References for five (5) similar contacts with school districts within the last three (3) years.
- If subcontracted labor was utilized in the references above, please indicate the name of the subcontractor.
- Indicate principals of the firm and form of ownership.
- Within what time will the District representative receive a call back when problems are reported?
- Does your company have a direct representative that is reachable directly at any time and is that representative able to make decisions that would rectify any problem?
- What is your process in doing background checks?

Response Time is defined as the time allowed the Vendor/Firm after initial notification of work requirement to be physically on the premises at the school side with appropriate equipment and materials, ready to perform the work requires.

- What is your minimum and maximum response time when receiving a call?
- What sets your firm apart from other firm? Why should your firm be considered to service the District?
- Why is your firm more qualified than other firms to service schools?
- What additional training do you provide to your guards that is school specific?

REFERENCES AND EXPERIENCE

List at least five contracts with school districts/companies in the State of California within the last five (5) years.

Company Name _____

Contact _____

Address _____

_____

Telephone _____

E-mail _____

Description of Services _____

_____

Contract Price _____

Dates _____

Company Name _____

Contact _____

Address _____

_____

Telephone _____

E-mail _____

Description of Services _____

_____

Contract Price _____

Dates _____

Company Name _____

Contact _____

Address _____

_____

Telephone _____

E-mail _____

Description of Services _____

_____

Contract Price _____

Dates _____

Company Name _____

Contact _____

Address _____

_____

Telephone _____

E-mail _____

Description of Services _____

_____

Contract Price _____

Dates _____

Company Name _____

Contact _____

Address _____

_____

Telephone _____

E-mail _____

Description of Services _____

_____

Contract Price _____

Dates _____

Company Name _____

Contact _____

Address _____

_____

Telephone _____

E-mail _____

Description of Services _____

_____

Contract Price _____

Dates _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED

STATE OF CALIFORNIA

County of _____, being first duly sworn, deposes and says that he or she is _____
_____of _____,
(Title) (Name of Bidder)

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

_____
Signature

_____
Typed Name

SUBSCRIBED BEFORE ME on this _____ day of _____, 2014

_____
Notary Public

MY Commission Expires: _____
Expiration Date

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Beverly Hills Unified School District within (5) calendar days after receipt of notification board approval. All insurance provided by the Contractor shall fully comply with the requirements set forth in Article 7 of the General Conditions.

1. General Liability Insurance: Certificate of Insurance with all specific insurance coverage set forth in Article 7 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Contractor shall also provide required additional insured endorsement(s) designating all parties required in Article 7 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85), or ISO CG 20 10 (10/93 or 07-04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the District in its sole discretion.

   Incidents and claims are to be reported to the insurer at:

   Attn: _____
   (Title) (Department)

   _____
   (Company)

   _____
   (Street Address)

   _____
   (City) (State) (Zip Code)

   (____) _____
   (Telephone Number)

2. Workers' Compensation / Employer's Liability Insurance: Certificate of Workers' Compensation Insurance meeting the coverage and requirements with a minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverage and requirements with a minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

_____
(Company)

_____
(Street Address)

_____
(City) (State) (Zip Code)

(____) _____
(Telephone Number)

Date: _____ _____
Contractor

_____
Signature

CONTRACTOR'S CERTIFICATION
REGARDING FINGERPRINT VERIFICATION

I, _____certify that pursuant to California Education Code section 45125.1 and 45125.2, I have conducted criminal background checks, through the California Department of Justice, of all supervising personnel providing services to the Beverly Hills Unified School District, pursuant to the contract for the School Safety & Security Services project, and that none have been convicted of serious or violent felonies, as specifies in California Penal Code sections 1192.7 (c) and 667.5 (c) respectively.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at _____ (name of City), California

_____ _____
Company Representative Date

_____
Signature

CONTRACTOR'S CERTIFICATION
REGARDING DRUG FREE WORKPLACE

I, _____ the _____ of _____,
(Name) (Title) (Contractor Name)

Declare, state, and certify that:

I am aware of the provisions and requirements of California Government Code sec 8350 et seq, the Drug Free Workplace Act of 1990.

I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor.

I also understand that if the Beverly Hills Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et. Seq.
I acknowledge that I am aware of the provisions of Government Code Sections 8350 et. Seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed at _____ this _____ day of _____, 20__

_____
Signature

_____
Typed or printed Name

_____
Contractor

_____
Address

_____
City, State, Zip Code

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGES AND TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement the DISTRICT'S Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

Contractor: _____

Signature: _____

Date: _____

BEVERLY HILLS UNIFIED SCHOOL DISTRICT

CONFLICT OF INTEREST STATEMENT

Conflicts of interest arise whenever the personal or professional interest of a consultant is potentially at odds with the best interests of an organization. A conflict of interest or appearance of a conflict can arise whenever a transaction of the Beverly Hills Unified School District conflicts with the personal or financial interests of one of its consultants, or that person's immediate family member or employer.

Conflict of interest is also defined as an actual or perceived interest by a consultant in an action that results in personal, business or professional gain. Consultants and public officials of the District are obligated to always act in the best interest of the District, seeking only the furtherance of the District's mission. Consultants for the District are prohibited from using their job title or position for private profit or benefit.

In doing business with the District, I agree to follow the District's Conflict of Interest Bylaw. By initialing each point below, I affirm:

___To my knowledge, no member of my family, my partner, or any organization or person in which I have an affiliation is employed or being educated by the District or has any financial interest in the District.

___I agree to disclose any possible conflict of interest immediately should the situation arise during the course of my service as a consultant for the District.

___I have no conflict of interest to report.

I hereby disclose the following conflict(s) of interest:

_____

_____

_____

By my signature below, I certify that the information set forth above is true and complete to the best of my knowledge. I have received a copy of Beverly Hills Unified School District's Conflict of Interest Bylaw, have read and understand the Bylaw and I agree to comply with it. I agree to disclose any conflict that should arise, as well as to disclose any situation that evolves that could result in a conflict of interest.

_____	_____
Signature	Company Name
_____	_____
Printed Name	Date

Financial Conflict Of Interest

Preamble

The members of the Board of Education desire to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. The decision-making affairs of the district by all personnel, consultants and members of the Board will be conducted in accordance with the highest standards of integrity. There can be no deviation from complete honesty in all financial, business and district transactions. Use of school district funds or internal business information for improper purposes is absolutely forproposalden. In accordance with law, Board members and designated employees and consultants shall disclose any financial conflict of interest and, as necessary, shall abstain from participating in the decision involving the conflict. The members of the Board, designated employees and consultants will be accountable to the Conflict of Interest Code, Bylaws and policy related to disclosure of any personal or financial interest benefit and disqualification rules in accordance of law.

Conflict of Interest Code under the Political Reform Act

The district has adopted a Conflict of Interest Code (the "Code") pursuant to the requirements of the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"). The Code sets forth the required provisions for the disclosure of assets and income by the officials, employees and consultants designated in the Appendix to the Code, and lists and assigns the disclosure categories specifying the types of assets and income required to be disclosed by each of the designated officials, employees and consultants ("designated employees"), and the disqualification of designated employees from acting where a conflict of interest exists. The requirements of the Code are in addition to other requirements of the Political Reform Act and to other state and local laws pertaining to conflicts of interest and have the force and effect of law. Designated employees violating any provision of the Code are subject to the administrative, criminal and civil sanctions provided by the Act. Additionally, a decision in relation to which a violation of the disqualification provisions of the Code or Government Code 87100 has occurred may be set aside as void pursuant to Government Code 91003.

All officials, employees and consultants are directed to refer to the district's Conflict of Interest Code for these specific requirements. The Conflict of Interest Code is held in the office of the Administrative Assistant of the Superintendent of the district's filing officer/official, as the district's Filing Officer/Official.

At the direction by the code reviewing body, the district's conflict of interest code shall be reviewed in even-numbered years. If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, the Code shall be amended and submitted to the

code reviewing body in accordance with Government Code 87306-Code Amendments.

When reviewing and preparing conflict of interest codes, the district shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311-Administrative Procedure)

Board members and designated employees shall annually file a Statement of Economic Interest as specified in the district's Code. A Board member or a designated employee shall, within 30 days after leaving office/employment, file a Leaving Office Statement as specified in the district's Code.

The requirements of the Code are in addition to other requirements of the Act and to other state and local laws pertaining to the conflicts of interest and have the force and effect of law. Board members and designated employees violating any provision of the Code are subject to the administrative, civil and criminal sanctions provided by the Act. Additionally, court injunctive relief may set the official action aside as void pursuant to Government Code 91003 where a Board member or designated employee fails to comply with a disqualification provision of the district's Conflict of Interest Code.

Disqualification Based on Economic Interests under the Political Reform Act

If a Board member determines that he or she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The basic rule is that a Board member or designated employee may not make, participate in, or influence a governmental decision that will have a reasonably foreseeable and material financial effect on the Board member or designated employee or their immediate family or any of their economic interests as described in Government Code 87103. This determination shall be disclosed and made part of the Board's official minutes. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

A Board member shall, upon identifying a financial conflict or potential financial conflict of interest and immediately prior to consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of financial conflicts of interest pursuant to Government Code 87100. The Board member with the conflict shall not be counted toward achieving a quorum while the item is before the Board.

3. The conflicted Board member must leave the room until the matter is concluded, unless it has been placed on the consent agenda for uncontested matters.

4. If the Board's decision is made during closed session, the Board member with the conflict of interest must disclose his or her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his or her recusal is because of a financial conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or

review a recording or any other nonpublic information or confidential information regarding the Board's decision.

Financial Interests in Contracts (Education Code 35233 and Government Code 1090)

Board members, employees, or district consultants shall not be financially interested in any contract made by them in their official capacity, or by any body or Board of which they are members. The prohibition may apply to employees who do not file statements of economic interest under the Political Reform Act. The prohibition may apply even though the dollars involved would not trigger a conflict under the Political Reform Act and even where the official will not receive any direct financial benefit from the transaction. Pursuant to Education Code 35233 members of Board of Education of School districts and to members of citizens' oversight committees appointed by those Board of Education are subject to the prohibitions of Government Code 1090.

A district officer, employee or elected official may not make a contract in his or her official capacity in which he or she is financially interested. Any participation or influence in the process by which the contract is developed, negotiated and/or executed is a violation of Government Code 1090.

If one of the district Board members has a financial interest even if the interested member does not participate and abstains from the decision and vote, the entire Board is precluded from entering the contract in question.

Transactions not involving written contracts, such as sales, payment authorizations, purchases or the making or receipt of a grant, can be contracts covered under Government Code 1090.

When a school employee is financially interested in a contract, the district will be prohibited from making the contract only if the employee is involved in the contract-making process. If the employee plays no role whatsoever in the contracting process, either because it is outside the scope of his/her employment, or because the employee had disqualified himself or her herself from participation, the district is not prohibited from contracting with the employee or the business entity in which the employee is interested.

Any contract made in violation of Government Code 1090 is void and unenforceable and the Board member or employee is subject to: (1) criminal and/or civil penalties; and (2) potential disgorgement of any consideration received or any property acquired in the transaction.

"Remote Interests" in Contracts (Government Code 1091). Certain "remote" financial interests of Board members in contracts do not create a conflict of interest if the Board member follows required statutory procedures. Financial interests which are considered "remote interests" under these circumstances are specifically identified in Government Code 1091. (See Exhibit 1) There are 16 defined "remote interest" exceptions, as shown in Exhibit 1. Financial interests of employees cannot be considered "remote."

A Board member who has a remote interest in a contract being considered before the Board shall publicly disclose his or her interest to the Board during the Board meeting. The Board member's disclosure and disqualification shall be noted in the official Board minutes. The affected Board member shall not influence, or participate in any way with any other Board member in negotiating or approving the contract. Participation in the making of a contract is defined broadly as any act involving preliminary discussions, negotiations, compromises, reasoning,

planning, and drawing of plans and specifications, and solicitation for proposals. Where a Board member has a publicly disclosed and duly noted remote interest in a contract, the Board may approve the contract by a vote of its membership excluding the vote of the interested Board member. (Government Code 1091)

Financial "Non-interests" in Contracts (Government Code 1091.5).

The Legislature has determined as a matter of policy certain financial interests of Board members and employees are exempt from the provisions of Government Code 1090. A non-interest exemption does not require abstention. There are 13 defined "non-interests" in Government Code 1091.5. (See Exhibit 2) A Board member or employee shall not be considered to be financially interested in a contract if his or her interest is any of the "non-interests" listed in Government Code 1091.5, as shown in Exhibit 2.

Board Member Vote Affecting "Relative" (Education Code 35107)

Even if there is not a prohibited financial conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his or her relatives. However, a Board

member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his or her relative belongs. "Relative" means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree.

Incompatible Offices and Activities

A Board member shall not simultaneously hold two public offices that are incompatible. If a Board member is sworn into an incompatible office, then his or her position in the prior office is automatically terminated.

Pursuant to Education Code 35107, an employee of the district may not be sworn into office as an elected or appointed member of the Board unless he or she resigns as an employee. If the employee does not resign, the employment automatically terminates when he or she is sworn into office.

Board members hall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district.

No officer or employee of the district shall engage in any employment activity, or enterprise for compensation that is inconsistent, incompatible, in conflict with, or inimical to his or her duties as an officer or employee of the district. No officer or employee shall perform any work, service, or counsel for compensation outside of the district where any part of his or her efforts will be subject to approval by any other officer, employee, Board or commission of this district, unless otherwise approved in the manner prescribed by this policy. (Government Code 1099, 1126)

Gifts

The Political Reform Act broadly defines "gift" to include any payment or other benefit received by a public official unless the official provided something of equal or greater value in return. (Government Code 82028(a))

Board members and other officials who manage public investments shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified by law.

Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium from any source that would be reportable on his or her statement of economic interests. (Government Code 89501, 89502)

Legal Reference:

EDUCATION CODE
- 1006 Qualifications for holding office
- 35107 School district employees
- 35230-35240 Corrupt practices, especially:
- 35233 Prohibitions applicable to members of governing boards
- 41000-41003 Moneys received by school districts

FAMILY CODE
- 297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE
- 1090-1099 Prohibitions applicable to specified officers
- 1125-1129 Incompatible activities
- 81000-91014 Political Reform Act of 1974, especially:
- 82011 Code reviewing body
- 87100-87103.6 General prohibitions
- 87200-87210 Disclosure
- 87300-87313 Conflict of interest code
- 87500 Statements of economic interests
- 89501-89503 Honoraria and gifts
- 91000-91014 Enforcement

PENAL CODE
- 85-88 Bribes

CODE OF REGULATIONS, TITLE 2
- 18110-18997 Regulations of the Fair Political Practices Commission, especially:
- 18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS
- Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)
92 Ops.Cal.Atty.Gen. 19 (2009)
89 Ops.Cal.Atty.Gen. 217 (2006)
86 Ops.Cal.Atty.Gen. 138(2003)
85 Ops.Cal.Atty.Gen. 60 (2002)
82 Ops.Cal.Atty.Gen. 83 (1999)
81 Ops.Cal.Atty.Gen. 327 (1998)
80 Ops.Cal.Atty.Gen. 320 (1997)
69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)
63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: http://www.csba.org
Fair Political Practices Commission: http://www.fppc.ca.gov
Institute of Local Government: http://www.ca-ilg.org

Bylaw
adopted: April 26, 2011
Beverly Hills USD

BEVERLY HILLS UNIFIED SCHOOL DISTRICT
Beverly Hills, California
Exhibit 9270

Financial Conflict Of Interest

"REMOTE INTERESTS" UNDER GOVERNMENT CODE 1091

A "remote interest" is any of the following:

1. Officer or Employee of Nonprofit. That of an officer or employee of a nonprofit entity exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code (26 USC 501(c)(3)) or a nonprofit corporation, except as provided in paragraph (8) of subdivision (a) of Section 1091.5.

2. Officer or Agent of Contracting Party - Certain Private Contracts. That of an employee or agent of the contracting party, if the contracting party has 10 or more other employees and if the officer was an employee or agent of that contracting party for at least three years prior to the officer initially accepting his or her office and the officer owns less than 3 percent of the shares

of stock of the contracting party; and the employee or agent is not an officer or director of the contracting party and did not directly participate in formulating the proposal of the contracting party. For purposes of this paragraph, time of employment with the contracting party by the officer shall be counted in computing the three-year period specified in this paragraph even though the contracting party has been converted from one form of business organization to a different form of business organization within three years of the initial taking of office by the officer. Time of employment in that case shall be counted only if, after the transfer or change in organization, the real or ultimate ownership of the contracting party is the same or substantially similar to that which existed before the transfer or change in organization. For purposes of this paragraph, stockholders, bondholders, partners, or other persons holding an interest in the contracting party are regarded as having the "real or ultimate ownership" of the contracting party.

3. Officer or Agent of Contracting Party - Certain Public Contracts. That of an employee or agent of the contracting party, if all of the following conditions are met:

a. The agency of which the person is an officer is a local public agency located in a county with a population of less than 4,000,000.

b. The contract is competitively proposal and is not for personal services.

c. The employee or agent is not in a primary management capacity with the contracting party, is not an officer or director of the contracting party, and holds no ownership interest in the contracting party.

d. The contracting party has 10 or more other employees.

e. The employee or agent did not directly participate in formulating the proposal of the contracting party.

f. The contracting party is the lowest responsible proposal.

4. Earnings of Child. That of a parent in the earnings of his or her minor child for personal services.

5. Landlord or Tenant. That of a landlord or tenant of the contracting party.

6. Attorney, Stockbroker, Insurance or Real Estate Agent/Broker. That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of 10 percent or more in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

7. Member of Nonprofit Engaged in Merchandising Agricultural Products or Supplying Water. That of a member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.

8. Established Supplier of Goods or Services. That of a supplier of goods or services when

those goods or services have been supplied to the contracting party by the officer for at least five years prior to his or her election or appointment to office.

9. California Land Conservation Act. That of a person subject to the provisions of Section 1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.

10. Director or Owner of 10 Percent or More in Bank or Savings and Loan. Except as provided in subdivision (b) of Section 1091.5, that of a director of, or a person having an ownership interest of, 10 percent or more in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor or creditor.

11. Employee of Engineer, Geologist or Architect Firms. That of an engineer, geologist, or architect employed by a consulting engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.

12. Housing Assistance Payment Contract. That of an elected officer otherwise subject to Section 1090, in any housing assistance payment contract entered into pursuant to Section 8 of the United States Housing Act of 1937 (42 USC 1437f) as amended, provided that the housing assistance payment contract was in existence before Section 1090 became applicable to the officer and will be renewed or extended only as to the existing tenant, or, in a jurisdiction in which the rental vacancy rate is less than 5 percent, as to new tenants in a unit previously under a Section 8 contract. This section applies to any person who became a public official on or after November 1, 1986.

13. Government Entity Salary. That of a person receiving salary, per diem, or reimbursement for expenses from a government entity.

14. Ownership in for-profit Corporation. That of a person owning less than 3 percent of the shares of a contracting party that is a for-profit corporation, provided that the ownership of the shares derived from the person's employment with that corporation.

15. Settlement Agreement. That of a party to litigation involving the body or board of which the officer is a member in connection with an agreement in which all of the following apply:

a. The agreement is entered into as part of a settlement of litigation in which the body or board is represented by legal counsel.

b. After a review of the merits of the agreement and other relevant facts and circumstances, a court of competent jurisdiction finds that the agreement serves the public interest.

c. The interested member has recused himself or herself from all participation, direct or indirect, in the making of the agreement on behalf of the body or board.

16. Officer or Employee of Investor-Owned Utility. That of a person who is an officer or employee of an investor-owned utility that is regulated by the Public Utilities Commission with respect to a contract between the investor-owned utility and a state, county, district, judicial

district, or city body or board of which the person is a member, if the contract requires the investor-owned utility to pro-vide energy efficiency rebates or other type of program to encourage energy efficiency that benefits the public when all of the following apply:

a. The contract is funded by utility consumers pursuant to regulations of the Public Utilities Commission.

b. The contract provides no individual benefit to the person that is not also provided to the public, and the investor-owned utility receives no direct financial profit from the contract.

c. The person has recused himself or herself from all participation in making the contract on behalf of the state, county, district, judicial district, or city body or board of which he or she is a member.

d. The contract implements a program authorized by the Public Utilities Commission.

Financial Conflict Of Interest

"NON-INTERESTS" GOVERNMENT CODE 1091.5

A "non-interest" is any of the following:

1. Corporate Ownership and Income. The ownership of less than 3 percent of the shares of a corporation for profit, provided that the total annual in-come to him or her from dividends, including the value of stock dividends, from the corporation does not exceed 5 per-cent of his or her total annual income, and any other payments made to him or her by the corporation do not exceed 5 percent of his or her total annual income.

2. Reimbursement of Expenses. That of an officer in being reimbursed for his or her actual and necessary expenses incurred in the performance of official duties.

3. Public Services. That of a recipient of public services generally provided by the public body or board of which he or she is a member, on the same terms and conditions as if he or she were not a member of the body or board.

4. Landlords and Tenants of Government. That of a landlord or tenant of the contracting party if the contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of the contract is the property in which the officer or employee has the interest as landlord or tenant in which

event his or her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Section 1091.

5. Public Housing Tenants. That of a tenant in a public housing authority created pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with Section 34100) of Division 24 of the Health and Safety Code.

6. Spouses. That of a spouse of an officer or employee of a public agency in his or her spouse's employment or officeholding if his or her spouse's employment or officeholding has existed for at least one year prior to his or her election or appointment.

7. Unsalaried Members of Nonprofit Corporations. That of a nonsalaried member of a nonprofit corporation, provided that this interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that this interest is noted in its official records.

8. Non-compensated Officers of Tax-Exempt Corporations. That of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that this interest is noted in its official records. For purposes of this paragraph, an officer is "noncompensated" even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing the duties of his or her office.

9. Contracts Between Government Agencies. That of a person receiving salary, per diem, or reimbursement for expenses from a government entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the body or board at the time of consideration of the contract, and provided further that the interest is noted in its official record.

10. Attorney, Stockbroker, Insurance or Real Estate Broker/Agent. That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.

11. Officers, Employees and Owners of Less Than 10 Percent of a Bank or Savings and Loan. That of an officer or employee of, or a person having less than a 10-percent ownership interest in, a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower, depositor, debtor, or creditor. However, an officer or employee shall not be deemed to be interested in a contract made pursuant to competitive proposalding under a procedure established by law if his or her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor.

12. Nonprofit Organization Supporting Public Resources. That of (A) a bona fide nonprofit,

tax-exempt corporation having among its primary purposes the conservation, preservation, or restoration of park and natural lands or historical resources for public benefit, which corporation enters into an agreement with a public agency to provide services related to park and natural lands or historical re-sources and which services are found by the public agency, prior to entering into the agreement or as part of the agreement, to be necessary to the public interest to plan for, acquire, protect, conserve, improve, or restore park and natural lands or historical resources for public purposes and (B) any officer, director, or employee acting pursuant to the agreement on behalf of the nonprofit corporation. For purposes of this paragraph, "agreement" includes contracts and grants, and "park," "natural lands," and "historical resources" shall have the meanings set forth in subdivisions (d), (g), and (i) of Section 5902 of the Public Resources Code. Services to be provided to the public agency may include those studies and related services, acquisitions of property and property interests, and any activities related to those studies and acquisitions necessary for the conservation, preservation, improvement, or restoration of park and natural lands or historical resources.

13. California Housing Finance Agency Product or Program. That of an officer, employee, or member of the Board of Directors of the California Housing Finance Agency with respect to a loan product or programs if the officer, employee, or member participated in the planning, discussions, development, or approval of the loan product or program and both of the following two conditions exist:

a. The loan product or program is or may be originated by any lender approved by the agency.

b. The loan product or program is generally available to qualifying borrowers on terms and conditions that are substantially the same for all qualifying borrowers at the time the loan is made.

Beverly Hills Unified School District
CREATING A WORLD CLASS EDUCATION
255 South Lasky Drive Beverly Hills, CA 90212-3697

ADDENDUM #1
School Safety & Security Services
Proposal #12-2014

December 17, 2014

Issued By: Dianne Richard drichard@bhusd.org
Beverly Hills Unified School District
Beverly Hills, Ca 90212
Phone: 310-551-5100 ext. 2249 Fax: 310 556-4319

The clarifications, modifications, changes, additions, and/or deletions contained herein shall be incorporated within the Request for Proposal for the project. Such information shall take precedence over that previously published.

Please acknowledge receipt of **Addendum No. 1** in your proposal submittal. Failure to do so, may subject proposer to disqualification.

There will be a voluntary job walk on Monday December 29, 2014. The meeting will start at 10:00 am in the Board Room, 255 S. Lasky Drive, Beverly Hills, CA 90212. The walk will start directly after the meeting going to Beverly Hills High School, Beverly Vista School, Horace Mann School, Hawthorne School and El Rodeo School in that order. See attachment: Map of school district.

Last Day for Questions: Change from Friday December 26, 2014 at 1:00 pm to Monday December 29, 2014 at 3:00 pm.

Question: The RFP has to be returned by 1/5/2015. If this is the case, what are the start and end dates of the contract?
Answer: At this time we do not have a start date. The winning proposal will be approved by the Board of Education at one of the regular scheduled board meetings. At this point a start date would be given in the Notice of Intent. The contract may be for one year at a time not to exceed three years.

Question: Does the school district have assets that are at the vendor's disposal (eg radios, vehicles)? I will need this information for the proposal.
Answer: No. Vendor must supply its own equipment.

Question: With regard to the billing cycle, with startup costs in place, are we able to bill from the start date knowing the invoice will be paid 30 days thereafter?
Answer: NO. No advance billing. Work must be completed for the month before payment is made.

All other items of the bid remain the same.

End of Addendum #1

Beverly Hills Unified School District

255 South Lasky Drive
Beverly Hills, CA 90212
(310) 551-5100

Four Elementary Schools

A. Beverly Vista School
200 S. Elm Drive 90212
(310) 229-3669

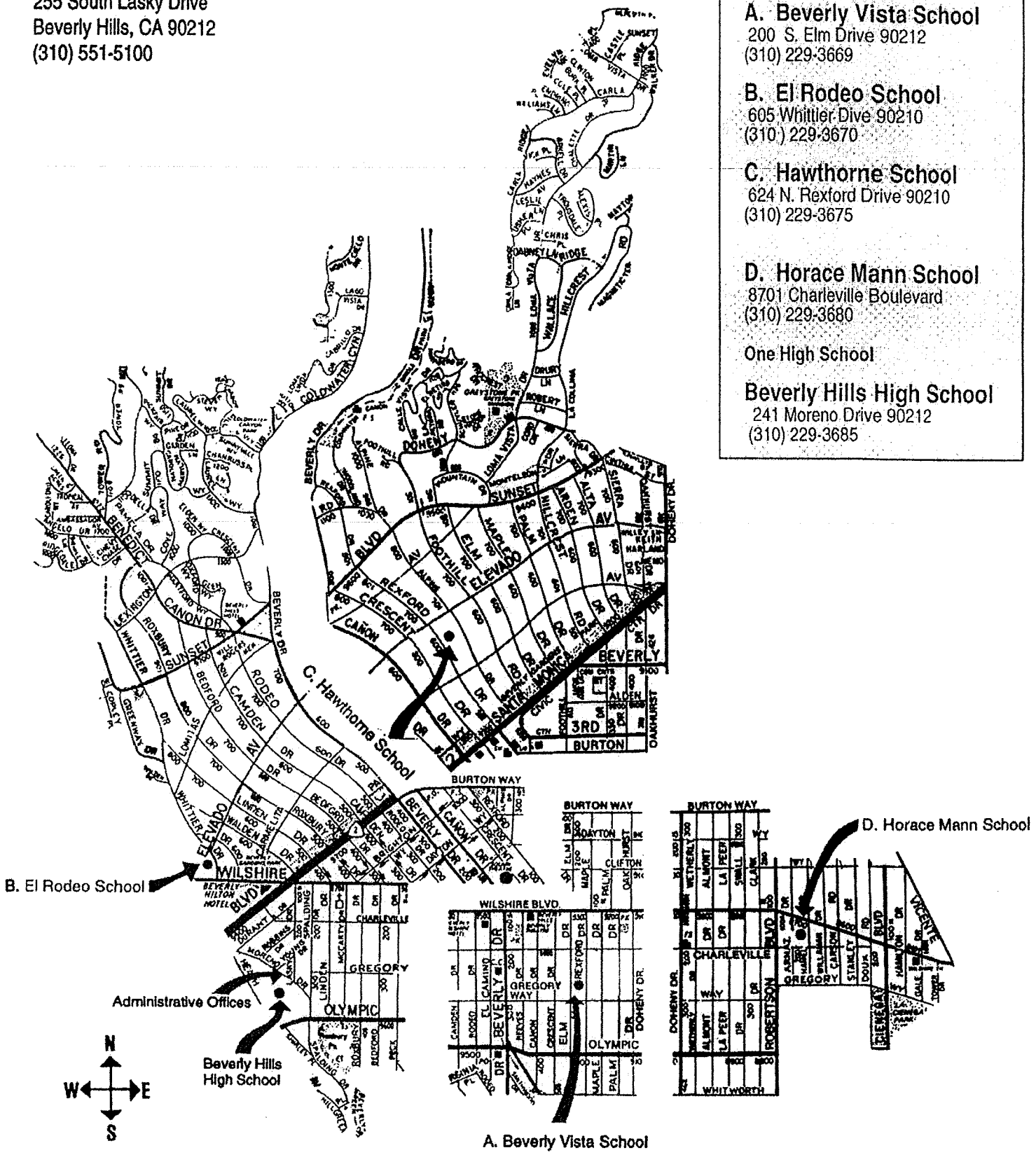
B. El Rodeo School
605 Whittier Dive 90210
(310) 229-3670

C. Hawthorne School
624 N. Rexford Drive 90210
(310) 229-3675

D. Horace Mann School
8701 Charleville Boulevard
(310) 229-3680

One High School

Beverly Hills High School
241 Moreno Drive 90212
(310) 229-3685



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This map indicates only the general boundaries of the Beverly Hills Unified School District. Specific addresses should be checked with individual schools or the district office.