



## **Antelope Business Community REQUEST FOR PROPOSAL**

The Antelope Business Community District (ABCDistrict) is seeking proposals for uniformed, unarmed security guard services for the designated district area (Map Attached). The expected term of the contract is 18-months and may be extended if ratified by the district board.

Minimum Requirements:

- Vendors must have a minimum of 10 active accounts in the Sacramento region.
- Bidders must be in good standing with the State of California and County of Sacramento regulatory agencies and meet the insurance requirements discussed in this document.
- Bidders should provide a minimum of five verifiable letters of recommendation from similar entities.

**Vendors who do not meet these minimum requirements are not eligible to bid.**

Request For Proposal Published – Oct 12, 2021

The ABCDistrict will hold a public information session to answer questions on 3:00 pm, October 20, 2021, via zoom link. (To be provided). Additionally, the Executive Director is available to answer questions via email at [cevans@abcdistrict.com](mailto:cevans@abcdistrict.com) or via phone at 916-970-9555

Proposals are due no later than 5 PM on Monday, October 25, 2021.  
Proposals may be submitted as electronic pdf files.

Security Committee Proposal Review - Nov 4, 2021

Security Committee in Person Interviews – Nov 11, 2021

Document Review – Agreement Validation – Nov 12, 2021, to Nov 30, 2021

Ratification by Board of Directors, Dec 09, 2021

Contract start date 1/1/22 at 12 am.

Electronic Submission: Proposals should be emailed to mail to: [cevans@abcdistrict.com](mailto:cevans@abcdistrict.com) in PDF format. Please DO NOT submit multiple files, create one PDF.

**I.**

The ABCDistrict is a nonpartisan Property and Business Improvement District that was created as a financing mechanism where property owners have created a special assessment district to improve the area. The district includes several retail commercial centers, residential housing complexes, Vacant Lots, and standalone businesses.

**II. SCOPE OF WORK**

**A. Antelope Business Community District**

The ABCDistrict manages the security guard functions for the site, and security services are provided for the direct benefit of the district. Other security services may be provided for occupants of the district when such services enhance the security, and with permission from, the district.

The following definitions will apply to this document:

PBID= Property Business Improvement District

ABCDistrict = The name of the district & the elected board that manages the district

**B. Positions Defined**

1. Patrol Officer: A regular security guard in a marked (as approved) patrol vehicle.
2. Supervising Guard: A security guard with additional responsibility for the on-site supervision of the regular guards.
3. Account Executive: The vendor's senior management representative, responsible for the account with the ABCDistrict and servicing as the ABCDistrict contact for all matters related to services provided under this contract.

**C. General Duties and Responsibilities**

Vendor shall provide all the standard security services normally associated with protecting people and property in the ABCDistrict area (see map). Services shall include, but may not be limited to, the following:

1. Act as a visual deterrent to crime by maintaining high visibility, answering routine questions, and handling minor problems.
2. Recognize and respond to security threats or breaches, and report situations to the designated personnel and/or emergency personnel.
3. Recognize and respond to emergency situations and safety hazards
4. Work to identify and render assistance to individuals in need via the districts Compassionate Compliance Homeless Policy.
5. Cooperate with CHP, Sheriff's Department, and ABCDistrict personnel in the event of any major conflict or disturbance.
6. Conduct regular rounds after normal business hours to all areas of the ABCDistrict.
7. Prepare/maintain appropriate logs and reports of activities including GPS data.
8. Furnish the ABCDistrict with appropriate incident reports when security incidents occur.

9. Regularly consult with ABCDistrict about security issues and facility issues that could affect security in and around the district.
10. Implement/enforce security procedures as described in the Post Orders.
11. Issue 602 (Notice of Trespass) in accordance with local law enforcement guidelines
12. Issue Cite & Release Citations in accordance with local law enforcement guidelines.
13. Assist with reducing loitering and homeless activities taking place in the ABCDistrict area
14. Participate in the 602Reports.com or other programs as directed.
15. Provide online reporting of district statistics and incident database access.
16. Respond and complete other tasks and duties that may be assigned by the Executive Director.

**D. Post Orders**

As approved by the ABCDistrict Executive Director, vendors shall provide and maintain Post Orders, a copy of which shall be provided to all Businesses in the district. The ABCDistrict, at its sole discretion, may change, and/or amend the Post Orders at any time to accommodate its needs and/or to improve the delivery of services. The Post Orders shall include but not be limited to:

1. The policies and detailed procedures related to providing security within the district.
2. Daytime and after-hour contact information to contact the on-duty security officer, the vendor’s site supervisor, and account executive; reference information; and any other resources required to allow the security team to effectively respond to emergency situations.
3. Guidelines and instructions on how to handle various routine and emergency situations that the guards may encounter during and after business hours.
4. Instructions on when and how to alert law enforcement to criminal or emergency situations.
5. Printed material distributed within the district must be approved by the Executive Director.

**E. Staffing Levels and Investment**

We are requesting your hourly rate, all/inclusive for the following timeframes based on patrol service 365 days a year for Patrol Officer and/or Supervising Guard.

- 14 hrs. per day.
- Flex Schedule: 12 hrs. SU-TH, 14 hrs. FR-SA.
- Additional options will be considered.

Please present as an all-inclusive cost-per-hour the ABCDistrict will invest, based on an 18-month term.

The term “staff” as used below applies to patrol guards, supervising guards, account managers, and their substitutes. The following provisions will apply:

1. Vendor acknowledges that the quality of services provided is, in part, dependent upon the vendor’s thorough understanding of the ABCDistrict owners, property managers and

particular security issues. Vendor will work closely with the ABCDistrict to select and schedule a stable team of security staff, making changes in personnel only when necessary.

2. The ABCDistrict reserves the right to participate in the interview process and to approve or reject the assignment of vendor's staff to its account. The ABCDistrict further reserves the right to remove any staff member from its account, at any time and for any reason.
3. Vendor shall provide at least one (1) additional fully trained substitute regular guards, who shall be available on short notice (four hours or less) to substitute for a regularly scheduled staff as needed, and/or provide supplemental or overtime services as requested. The ABCDistrict shall approve all substitute staff in advance. Vendor shall be responsible for any cost associated with training the substitute security staff. Rates billed for the substitute staff shall be at the ABCDistrict contracted rates for the position for which substitution was made and the duties to be performed.
4. As part of its proposal, vendor shall describe its willingness and/or ability, if awarded the contract as a new vendor, to ensure that all Security Officers working the account are paid a Minimum of \$18/hr. and are offered health benefits.
5. Vendor may not use any contractors or non-staff representatives within the district without written approval by the Executive Director.

#### **F. Staff Qualifications & Training**

The terms "staff" as used below applies to regular guards, supervising guards and account managers, and their substitutes. The following provisions will apply:

1. As a condition of employment staff shall be screened according to the vendor's hiring requirements, and at a minimum possess and keep a valid security guard card as required by the State of California, and have passed background, reference, and DMV and criminal record checks as conducted by the vendor annually. All guards shall meet all State requirements for security guards, including completion of the minimum training required by the California Department of Consumer Affairs' Bureau of Security and Investigative Services (BSIS), pursuant to Business and Professions Code Sec. 7583.6 (b).
2. Vendor shall ensure that staff has enough skills necessary to provide the required services consistent with the highest professional standards in the security industry. Personnel must at a minimum have a good understanding of the English language which is the primary dialect of the district.
3. In addition to or as part of the training required by the Department of Consumer Affairs, all guards shall complete the following training at no cost to the ABCDistrict, prior to assignment within the district:
  - a. First Aid and CPR, including maintenance of a current certification. A copy of the First Aid/CPR certification/completion document shall be furnished to the ABCDistrict. Certification cards must be carried by the guards while on duty.
  - b. Customer Service
  - c. How to deal with difficult and/or irate or hostile people; de-escalation techniques; traffic control
  - d. Sexual harassment and discrimination awareness and prevention
  - e. Handcuffing safety and legal implications
4. For all staff newly assigned to the ABCDistrict, vendor shall provide, at no cost to the ABCDistrict, a minimum of eight (8) hours of orientation and security procedures, up to

four (4) hours of which will be spent directly with the Executive Director reviewing the district and ABCDistrict policy.

5. For all patrol guards assigned to the ABCDistrict, vendor shall provide, at no additional cost to the ABCDistrict, a minimum of three (3) hours per calendar quarter of supplemental training/continuing education. Training topics shall be agreed upon in advance by the ABCDistrict.
6. Vendor shall provide, at no additional cost to the ABCDistrict a representative to attend monthly board meetings.
7. The supervising guard and/or account manager shall maintain training records for all staff.
8. The ABCDistrict reserves the right to require additional/specialized training for staff assigned to its account, to be provided by the ABCDistrict at its expense.
9. Vendor shall provide consistent two-way communication platform for patrol staff as well as the Executive Director and shopping center security staff within the district.
10. Patrol staff must always have direct communication access while on patrol both inside and outside their vehicles. Vendor understands that to provide the best possible experience for the district, the Executive Director will from time-to-time conduct ride-alongs with the security team. The Executive Director must always have unfettered access to patrol officers via direct communication.
11. Vendor agrees to provide a training instructor for ABCDistrict sponsored training sessions for district retailers. The workshops will be produced and promoted by the district with the intent to educate district business members on security.
12. Vendor will not solicit district business members for additional services without permission from the ABCDistrict Executive Director.
13. Vendor shall work with the district to obtain Notice of Agency and contact information for all properties.
14. Vendor shall conduct foot patrols in each shopping area daily to ensure consistent and ongoing communication with district members and participate in a quarterly "Outreach week," to engage district members, hand out timely literature and provide benefit to their organization.
15. Vendor will provide daily activity reports, (including GPS tracking when requested) for guard activity in a form approved by ABCDistrict board, as well monthly recaps to be shared during board meetings.
16. Understanding that there are strict legal requirements for patrol vehicles, the ABCDistrict logo **must** be displayed on the primary "district" vehicle via vinyl wrap. The ABCDistrict reserves the right of final approval of vehicle graphics. The ABCDistrict will provide a stipend towards vehicle wrap.

#### **G. Uniforms & Equipment**

1. The vendor shall furnish and maintain ABCDistrict approved attire for all Patrol Staff including service items such as a flashlight, tactical vest, taser, utility belt, handcuffs, and a bodycam, which must be operational during all on-duty interactions. Bodycam footage must be available to the Executive Director upon request.

In your proposal, please provide an equipment summary of the equipment provided to the guard by your organization as opposed to the equipment you require of them but do not pay for. It's important to the ABCDistrict that officers do not work in the district

unless they have the proper equipment and are well versed in safety and de-escalation procedures.

**We require that security staff be well groomed, appropriately attired, and physically fit.** We consider our security officers to be the tip of the sword for both outreach and enforcement.

**The security officer is the most visual representation of the ABCDistrict. To that end appearance and presentation are vitally important to ongoing success.**

2. A supervising guard will be permitted to wear his or her own business attire in lieu of the attire provided by the vendor.
3. The average age of vehicles used in the district should not exceed 5-years.
  - a. As the “face of the district,” patrol vehicles must always be clean (inside and out) as well as display the ABCDistrict logo, and security telephone number.
4. Upon request, vendor will provide (within 24-hours) GPS tracking records (maps) for patrols made within the district.
5. Please provide with your proposal a complete list of vehicles and equipment that will be deployed in the district.

#### **H. Account Executive**

1. Vendor shall assign, as an account executive, a senior management representative responsible for the account with the ABCDistrict and serving as the district contact for all matters related to services provided under the contract.
2. The account executive will hold monthly status meetings with the ABCDistrict at the district Board meetings.
3. The account executive will ensure that the supervising guard receives enough oversight, support, guidance, and resources from the vendor; confer on a regular basis with the supervising guard; and make regular scheduled and unscheduled visits to the site at least once per week. These visits will be documented and reported to the ABCDistrict in a mutually acceptable format.
4. Vendor will provide a 24/7 telephone number for company owner/s, through which the Executive Director or Chairman of the Board can directly contact them 24-hours a day.

### **III. GENERAL INFORMATION**

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 days following the deadline for its submission.

Contact with ABCDistrict personnel in connection with the RFP may not be made other than as specified in this RFP. Unauthorized direct or indirect contact with any ABCDistrict Board Member or staff may be a cause for rejection of a bid.

#### **A. Submission Requirements**

To be considered responsive, a proposal must contain the following, referenced by number and in the order below.

1. A brief description of the history and organization of the bidder's firm and the organizational structure of the servicing/regional offices.
2. Copies of business licenses, insurance certificates, union certifications, professional certifications, or other credentials, together with evidence that the bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. Information regarding bidder's market position in the industry, strategic alliances, memberships in professional associations, etc.
4. Qualifications, background and experience of the account executive and other staff proposed to work on the project.
5. References with contact information from a minimum of five (5) current clients in the Sacramento region that have used the bidder's services within the last 12-18 months. Identify the nature of the clients' business.
6. A description of the techniques, approaches, and methods to be used in providing the requested services.
7. Information regarding the orientation and training provided to security staff prior to assignment to a client's facility, as well as any ongoing training and development programs for the security staff (both mandatory and voluntary).
8. A detailed cost proposal that must include all charges that would be billed to the ABCDistrict for security services as listed.
9. As the ABCDistrict may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The ABCDistrict reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
10. A written acknowledgement of the acceptance of the Contracting Requirements set forth in this RFP. Specific terms may be reserved for future negotiation but must be clearly identified and reasons given for the reservation.
11. A sample of the daily and monthly reports the vendor currently provides clients as well as a description of what information is available via online dashboard.
12. Confirmation of ability to provide a monthly data download of all district security data regarding events, individuals, or information via a csv (or similar) data export.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and may not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal.

The ABCDistrict's evaluation team will not refer to a designed website, brochure, or other location for the required information unless it is directly hyperlinked as discussed above.

## **B. Rejection of Proposals**

**The ABCDistrict reserves the right at its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever.**

All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the RFP, or it is incomplete or contains irregularities, the proposal may be rejected.

A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements. Immaterial deviations may cause a bid to be rejected. The ABCDistrict may or may not waive an immaterial deviation or defect in a proposal. The ABCDistrict's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if in the ABCDistrict's opinion, the information was intended to mislead the ABCDistrict regarding a requirement of the RFP.

### **C. Evaluation Process and Highest Scored Bidder**

An evaluation team will review, in detail, all proposals that are received to determine the Highest Scored Bidder (HSB).

Following the initial review and screening of the written Proposals by the Executive Director and selection team using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by the ABCDistrict.

The ABCDistrict reserves the right to determine the suitability of proposals based on a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the ABCDistrict may require a bidder's representative to answer questions about the proposal and/or require certain bidders to make a formal presentation to the ABCDistrict. The ABCDistrict may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

This Request for Proposal does not commit the ABCDistrict to awarding a contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. The ABCDistrict reserves the right to reject all Proposals, to accept the Proposal it considers most favorable at its sole discretion, and to waive minor irregularities. The ABCDistrict further reserves the right to seek new Proposals when such procedure is considered by it to be in the best interest of the ABCDistrict.

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
  - a. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
  - b. Agreement with the ABCDistrict contracting requirements (10%).
  - c. The technical ability, capacity, and flexibility of the bidders to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any



demonstration, client references, demonstrated success in a project with similar requirements and any other contracts with the ABCDistrict (40%).

- d. The financial viability of the bidder as evidenced by standard financial reports and submitted Vendor History Questionnaire (10%).
  - e. The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the ABCDistrict reserves the right to calculate total contracted cost by calculating rates used either previously known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the ABCDistrict to implement the solution over the term of the contract (30%).
2. If many proposals are received, the ABCDistrict reserves the right to review the proposals using a tiered evaluation system. All qualified proposal will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalist and receiving a full evaluation as outlined above.

#### **D. Award and Execution of Contract**

It is anticipated that the Security Committee will make a recommendation after personal interviews, which will then be considered for final approval on December 9, 2021.

No contract or agreement, express or implied, shall exist or be binding on the ABCDistrict before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the ABCDISTRICT in its sole discretion, the ABCDistrict may enter negotiations and sign a contract with any other bidder who submitted timely, responsive, and responsible proposals to this RFP.

Questions regarding the ABCDistrict's award of any business based on proposals submitted in response to the RFP, or on any other matter in connection with the selection process should be addressed in writing to [cevans@abcdistrict.com](mailto:cevans@abcdistrict.com)

#### **E. Questions and Clarifications Regarding the RFP**

All questions must be submitted no later than October 23, 2021. Questions and answers regarding the RFP may be shared via email with all bidders who register to participate in the bidding process.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question by clearly notating it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the ABCDistrict concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the ABCDistrict does not concur regarding the proprietary nature of the question, the question will not be answered in this matter and the bidder will be notified.

Questions and clarifications regarding the RFP may be to [cevans@abcdistrict.com](mailto:cevans@abcdistrict.com)

#### **F. Addenda**

The ABCDistrict may modify the RFP prior to the date fixed for submission by posting, mailing, emailing, or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the ABCDistrict in writing no later than five (5) days before the deadline for submitting proposals.

**G. Withdrawal and Resubmission/Modification of Proposals**

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the ABCDistrict in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal if it is received at the ABCDistrict no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

**H. News Releases**

News releases pertaining to the award of a contract may not be made without the prior written approval of the ABCDistrict.

**I. Disposition of Material**

All materials submitted in response to this RFP will become the property of the ABCDistrict and will be returned only at the ABCDistrict's option and at the expense of the bidder.

**IV. CONTRACTING REQUIREMENTS**

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The ABCDistrict may be regulated by the Public Contract Code, including the State Contract Act.

The ABCDistrict contemplates that the final agreement between the selected vendor and ABCDistrict will contain terms that are substantially like the following terms. These terms are provided for illustration only and do not represent all the terms that will be in the final agreement. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

**A. Time of Essence**

Time is of the essence of the agreement, for purposes including the performance of services under any schedule established under the agreement.

**B. Equipment, Tools, Supplies**

All uniforms and equipment shall be provided to the Vendor's employees without direct expense to the ABCDistrict. The clothing provided to the security guards by the Vendor will be the uniform approved by the ABCDistrict.

### **C. Indemnity Obligations of Vendor**

The Vendor shall, at its expense, indemnify, defend, and hold harmless the ABCDistrict district, its officers, agents, employees, property owners and property managers, the County of Sacramento and any other entity or individual acting on behalf of the district from any and all claims, losses, and damages accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the agreement, and from any and all claims, losses, and damages accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the agreement that are attributable to the negligence or other tortious act of the Vendor, provided that the Vendor is notified in writing within 30 days after the date the ANTELOPE BUSINESS COMMUNITY has knowledge of those claims. The ABCDistrict shall cooperate with the Vendor as necessary for the Vendor to defend or settle such action.

### **D. Insurance Obligations of Vendor**

1. The Vendor, at its own expense, shall maintain both workers' compensation insurance in compliance with Section 3700 of the Labor Code and automobile and general liability insurance, which must include personal injury coverage, throughout the term of the agreement. The Vendor shall submit, within 30 days after the execution of the agreement by both parties, original certificates of insurance for both workers' compensation insurance and automobile and general liability insurance and must show "occurrence" coverage. If a syndicate is used, the syndicate's name must be included. In the case of workers' compensation insurance, a certificate of consent to self-insure issued by the Department of Industrial Relations is also acceptable. Both types of insurance must be issued by an insurer with a minimum Best Classification Rating of B + V, or equivalent.
2. Vendor shall cause the comprehensive general and automotive bodily injury and property damage liability insurance policies to name the ABCDistrict district and its officers, agents, servants, and employees as an additional insured with respect to legal liability arising out of the operations of the Vendor under the agreement and to contain a covenant that, if this policy or these policies are cancelled, assigned, or materially changed during the policy period, the insurer shall mail 30 days' advance written notice thereof to the district.
3. The Vendor must maintain general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined. The policy should include coverage for liabilities arising out of premises, operations, independent Vendors, products/completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Vendor's limit of liability. The policy must contain an annual aggregate of \$8,000,000.

4. The Vendor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. This insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles.
5. The Vendor shall maintain Workers' Compensation coverage in accordance with statutory law. Furthermore, the Vendor will provide employers' liability coverage in the following minimum amounts:
  - a. Bodily injury by accident: \$1,000,000 each accident.
  - b. Bodily injury by disease: \$1,000,000 per employee.
  - c. Bodily injury by disease: \$1,000,000 policy limit.

This coverage shall be maintained for all employees who will be engaged in the performance of the agreement, including special coverage extensions where applicable.

6. The certificate of insurance must also contain all the following:
  - a. In the event any of the required insurance coverage expires during the term of the agreement, the Vendor agrees to provide to the ABCDistrict, at least 30 days prior to said expiration date, a new certificate of insurance evidencing coverage as provided for herein for not less than one year or the remainder of the term of the agreement, whichever is greater.
  - b. Name and address of the insurance company, the policy number, and the beginning and ending dates of the policy.
  - c. Statement requiring the Insurer to provide written notice to the district 30 days prior to canceling the Vendor's policy.
  - d. Statement that the ABCDistrict district and its officers, agents, servants, and employees are included as additional insureds on the policy. Additional insureds will not be covered by the Vendor's insurance for results of the additional insureds' acts or omissions.
  - e. Statement that neither the ABCDistrict, nor any of its property owners or property managers, will be responsible for any premium or assessment on said policies.
7. In the event the Vendor fails to always keep the required insurance coverage in effect during the term of this contract, the district may, in addition to any other remedies it may have, terminate the agreement, effective the last day of insurance coverage.

#### **E. Termination**

1. The agreement may be terminated by the ANTELOPE BUSINESS COMMUNITY, without cause, by providing 14 days' prior written notice to the Vendor. The Vendor agrees that the work in progress at the time of notification shall be brought to an orderly conclusion to the satisfaction of the ABCDistrict during the 14-day notice period.
2. The ABCDistrict may terminate the agreement and be relieved of the payment of any consideration to the Vendor if the Vendor fails to perform the covenants contained in the agreement at the time and in the manner provided in the agreement. In the event of termination pursuant to this paragraph, in addition to any other remedies that may be available under law the ABCDistrict may proceed with the work that is the subject

matter of the agreement in any manner deemed proper by the district, and any amount by which the resulting cost to the ABCDistrict exceeds the total amount identified in the agreement shall be deducted from any sum otherwise due to the Vendor under the agreement; the balance, if any, of the total payment to be made to the Vendor under the agreement shall be paid to the Vendor upon demand.

3. Upon written notification to the Vendor from the ABCDistrict that funds to make any payment under the agreement are not appropriated or approved, the agreement shall be deemed to be terminated, the Vendor shall thereupon terminate any performance to the district under the agreement for which payment has not been made, and the district shall be relieved of any further obligation under the agreement. The ABCDistrict shall use its best efforts to obtain appropriation and approval of the funds necessary to avoid termination of the agreement under this paragraph by taking all appropriate actions to obtain adequate funding to meet its obligations under the agreement.
4. The agreement may be terminated by the Vendor by providing 30 days' prior written notice to the ABCDistrict. The Vendor agrees that the work in progress at the time of notification shall be brought to an orderly conclusion to the satisfaction of the ABCDistrict during the 30-day notice period.

#### **F. Confidentiality and Publicity**

1. All financial, statistical, personal, technical, and other data and information relating to the operations of the ABCDistrict district that are made available to the Vendor in carrying out the agreement, or that become available to the Vendor in carrying out the agreement, unless designated by the district as not confidential, are deemed to be confidential and shall be protected by the Vendor from unauthorized use or disclosure. In providing that protection, the Vendor shall comply with any procedural requirements of the district that are provided in writing to the Vendor. The Vendor may not be required to keep confidential any data or information that is or becomes publicly available, is rightfully in the Vendor's possession on the date the agreement becomes effective, is independently developed by the Vendor outside the scope of the agreement or is rightfully obtained from third parties.
2. The Vendor shall not use the name of the ABCDistrict or reference the agreement, or the services performed under the agreement in any marketing materials or press releases, without prior written permission from the district.

#### **G. Compliance with Laws**

The Vendor shall observe all federal and state laws and regulations pertaining to employee wages, benefits, hours, and working conditions. The Vendor shall pay its employees the proper authorized overtime.

#### **H. Assignment/Subcontracting**

The agreement is not assignable by the Vendor in whole or in part without written consent of the ABCDistrict.

## I. General Provisions

1. **Force Majeure:** Except for defaults of subcontractors, the Vendor and the ANTELOP BUSINESS COMMUNITY are not responsible for delays or failures to perform resulting from acts beyond the control of the nonperforming party. Those acts include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, earthquakes, other disasters, governmental statutes, or regulations imposed after the fact, and ancillary functions or utilities that are provided by a person or entity not a party to the agreement. If a delay or failure in performance by the Vendor arises out of a default of its subcontractor, and the default arises out of causes beyond the control of either the Vendor or the subcontractor, without the fault or negligence of either of them, the Vendor is not liable for damages for that delay or failure, unless the supplies or services to be furnished by the subcontractor were available from other sources in sufficient time to permit the Vendor to meet the required performance schedule.
2. **Governing Law:** The agreement, and any amendments to the agreement, shall be governed by and construed in accordance with the laws of the State of California.
3. **Audit:** From time to time, the district or the county may direct an auditor, or some other accounting organization, to make inquiries and examinations to verify that the services for which the Vendor invoiced the district were performed, and that the invoices accurately reflect any price schedule established under the agreement. To accommodate this requirement, the Vendor shall permit the auditor or auditors designated for the purposes of this paragraph to inspect and audit the records of the Vendor relating to the agreement.
4. **Non-discrimination:** The Vendor's signature affixed hereon and dated constitutes a certification under penalty of perjury under the laws of the State of California that the Vendor, unless exempted, has complied with the nondiscrimination program requirements of Section 12990 of the Government Code and Section 11102 of Title 2 of the California Code of Regulations.
5. **Drug-Free Workplace Certification:** By signing the agreement, the Vendor certifies, under penalty of perjury under the laws of the State of California, that the Vendor shall comply during the term of the agreement with the Drug-Free Workplace Act of 1990 (Ch. 5.5 (commencing with Sec. 8350), Div. 1, Title 2, Gov. C.) and shall provide a drug-free workplace by taking all the following actions:
  - a. Publishing a statement that notifies the Vendor's employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifies the actions to be taken against employees for violations, as required by paragraph (1) of subdivision (a) of Section 8355 of the Government Code
  - b. Establishing a drug-free awareness program, as required by paragraph (2) of subdivision (a) of Section 8355 of the Government Code, to inform the Vendor's employees about all the following:
    - i. The dangers of drug abuse in the workplace.
    - ii. The person's or organization's policy of maintaining a drug-free workplace.
    - iii. Any available counseling, rehabilitation, and employee assistance programs.
    - iv. The penalties that may be imposed upon employees for drug abuse violations.

- c. Providing, as required by paragraph (3) of subdivision (a) of Section 8355 of the Government Code, that each of the Vendor's employees engaged in the performance of the agreement receives a copy of the drug-free policy statement described in this paragraph and agrees to abide by the terms of that statement as a condition of his or her employment by the Vendor in the performance of the agreement.

The failure to comply with the requirements of this paragraph is grounds for the suspension of payment by the district under the agreement or termination of the agreement, or both. The Vendor may be ineligible for the award of any future district contracts if the district determines that the Vendor has either made false certification under this paragraph or violated the certification by failing to carry out those requirements.

#### **J. Vendor Personnel**

The Vendor, and agents and employees of the Vendor, shall act, in the performance of the agreement, in an independent capacity and not as officers, employees, or agents of the district. In accordance with that independent capacity, it is mutually understood and agreed that the ABCDistrict Board has no right under the agreement to control or direct the manner or means by which the Vendor undertakes to provide the services to be rendered to the ABCDistrict, and that the Vendor shall exercise independent judgment in all matters pertaining to the manner and means of its performance under the agreement.

Pursuant to this provision, the Vendor shall do all the following:

1. Ensure that its employees and agents, whenever performing services on the district's premises, observe all reasonable instructions and directions issued by the ABCDistrict.
2. Take appropriate measures to ensure that its agents and employees who perform services under the agreement are competent and professional and shall provide to the ABCDistrict BOARD in writing relevant information concerning their experience and qualifications. The ABCDistrict BOARD may disapprove the assignment of Vendor personnel assigned to perform services under the agreement and require that a substitution be made.
3. Ensure that all communication from vendor or vendor representatives are channeled through the Executive Director for the ABCDistrict prior to direct contact with others.
4. Ensure that each of its qualifying employees or agents who perform services under the agreement has received, within the two-year period immediately preceding the individual's provision of those services under the agreement, a minimum of two hours of sexual harassment awareness training and a minimum of two hours of workplace violence prevention training. This training shall be renewed every two years that the individual performs services under the agreement.

#### **K. Invoicing and Payment for Services**

The Vendor shall submit invoices in duplicate monthly in arrears to the district as specified. The ABCDistrict shall make payment to the Vendor, as promptly as fiscal procedures permit, for services performed under the agreement in accordance with applicable completion criteria and in accordance with the invoices submitted by the Vendor. The district's obligation to pay any

amounts due under the agreement is contingent upon the appropriation and approval of funds for that purpose.

Billing can be submitted twice monthly for payment within 15-days.



# Antelope PBID

