



Request for Proposals
LIGHTHOUSE COMMUNITY PUBLIC SCHOOLS SECURITY
SERVICES 25-26SY
RFP# 002-2025

Issued: May 7, 2025
Bid Due: May 26, 2025 at 5:00pm PST

Contact information:
Belen Orozco
Sr. Director of Operations and Enrollment
belen.orozco@lighthousecharter.org
433 Hegenberger Rd, Suite 201, Oakland, CA 94621

LEGAL NOTICE TO BIDDERS – REQUEST FOR PROPOSALS

Notice is hereby given that the board of directors (“Board”) of the Lighthouse Community Public Schools (“Lighthouse”) is soliciting competitive proposals from companies (“Bidders”) to provide security services outlined in the “Scope of Services” section of this request for proposals (“Project”):

Bids from Bidders will be received at the time/date/location indicated here:

Location: Electronically in PDF format to Belen Orozco, Senior Director of Operations & Enrollment at belen.orozco@lighthousecharter.org
Time: Monday, May 26th, 2025 at 5:00PM

All bids shall be in the form required by this RFP. Each bid must conform and be responsive to all pertinent documents in this RFP. The Board reserves the right to reject any or all proposals. This RFP will be made available on the school’s website.

The current estimated budget for the Project is \$290, 000.00 and will be funded through a grant through the Bipartisan Safer Communities Act Stronger Connections Grant Program.

Any questions or clarifications must be submitted ten (10) days prior to bid opening.
All inquiries about the project are to be directed to **Belen Orozco, Senior Director of Operations & Enrollment at belen.orozco@lighthousecharter.org.**

There will not be a formal public opening for this RFP. After the recommendation for the contracts award is submitted to the Board of Directors for approval, all proposals will be available for public review.

Lighthouse may modify this RFP, any of its key action dates, or any of its attachments, prior to the proposal submittal date. Addenda will be numbered consecutively as a suffix to the RFP reference number. Addenda shall be available for public view on the Lighthouse website. It is the Bidder’s responsibility to ensure they have incorporated all addenda. Failure to acknowledge incorporated addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of this RFP and any subsequent addenda.

Lighthouse shall award the Agreement, if it awards it at all, to the responsible and responsive bidder who scores highest on its proposal evaluation matrix based upon a number of factors including, but not limited to price, services, and qualifications.

Lighthouse reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Prior to the Bid Submission Deadline, any bidder may withdraw its bid in person or by written request. No bids may be withdrawn between the Bid Submission Deadline and the ninetieth (90th) calendar day thereafter, inclusive, and all bids shall be effective throughout that entire ninety (90) day period.

Date of this Notice: May 7, 2025

Lighthouse Community Public Schools

IMPORTANT DATES

By	Item	Date & Time	Additional Details
LCPS	Issue RFP	May 7, 2025	
Bidder & LCPS	Optional Site Visits	May 12-14, 2025 (schedule exact time with Belen Orozco)	To schedule, email belen.orozco@lighthousecharter.org to set a time to visit the sites with an LCPS staff member present Lighthouse Campus: 444 Hegenberger Road, CA 94621 Lodestar Campus: 701 105 th Avenue, Oakland, CA, 94603
Bidder	Written Questions Due from prospective bidders	May 16, 2025	Email to: belen.orozco@lighthousecharter.org Subject: Security Services RFP #002-2025 Questions
LCPS	LCPS will respond to questions	May 20, 2025	Responses will be posted on public website and sent to all bidders who attend the bid walk
Bidder	Proposals Due	May 26, 2025 by 5PM PST	PDF format attached to email to be sent to belen.orozco@lighthousecharter.org
LCPS	Bidders Selected for Interviews will be Informed	May 28, 2025 by 9AM PST	We will inform bidders selected for interview via email and phone call to primary contact identified in proposal packet.
Bidders & LCPS	Interview with selected bidders	May 29-30, 2025	Interviews will be scheduled via Zoom on these days by LCPS
LPCS	Recommendation to LCPS Board of Directors	June 4, 2025	
LCPS	Notification of award	June 5, 2025	

All dates are subject to change at Lighthouse Public School's discretion.

PURPOSE

Through this Request For Proposal ("RFP"), Lighthouse Community Public Schools ("Lighthouse") is soliciting proposals from qualified Bidders to provide security services at both of our school campuses. subject to all terms, conditions, and specifications in this RFP.

The RFP is part of a competitive process, which will be undertaken in order to serve Lighthouse's best interests and provide Bidders with a fair opportunity for their professional

services to be considered. Representatives from Lighthouse will evaluate the proposals based upon a number of factors including, but not limited to fees, services, and qualifications.

No commitment will be made to select a Bidder's proposal solely on the basis of price. Selection will be made on a combination of factors that may include:

- (1) Price;
- (2) Reputation of the bidder and of the bidder's services;
- (3) Quality of the bidder's services;
- (4) Extent to which the services meet Lighthouse's needs;
- (5) Bidder's record of past performance and experience providing school-based security services;
- (6) Bidder's financial standing and capacity, including proof of insurance;
- (7) Bidder's interview with Lighthouse; and
- (8) Bidder's efforts to meet Lighthouse's women, minority-owned, small-business participation requirements as outlined in the Lighthouse Federal Procurement Policy

Lighthouse reserves the right to reject any or all proposals.

All parties interested in providing services requested in this proposal must fulfill the requirements defined herein and accept all terms and conditions as stated in this RFP and attached Agreement (**Appendix A**) .

SCHOOL OVERVIEW

LIGHTHOUSE

Lighthouse Community Public Schools operates two public charter schools, Lighthouse Community Charter (established in 2001) and Lodestar: A Lighthouse Community Charter Public School (established in 2016), together serving approximately 1,600 students on two campuses.

OBJECTIVE

LCPS is seeking proposals from qualified and licensed security service providers to support daily campus safety operations across two school sites, serving approximately 1,680 students. The selected vendor will be responsible for providing professional security personnel and services before, during, and after school hours, occasional weekends, and special events including coverage of school crosswalk areas to ensure the safety of students and pedestrians during drop off and dismissal times.

Please provide an annual flat rate cost for each of the following Security guard services:

Scope of Work

The security company will be expected to deliver the following services:

A. Daily Campus Security

- Deploy uniformed, unarmed security personnel at both school campuses from 7:30am-6:30pm Monday-Friday when school is in session (August-May) and more limited

coverage during summer school (June) and Saturday/fall/winter/spring break intersessions and Expanded Learning/Attendance Recovery programming (Up to 30 additional days in addition to the 177/190 day school year calendar). Shifts can be staggered to prevent overtime and provide at least one guard at each site across the full time with at least two guards present during peak operating hours.

- Provide coverage during the following timeframes:
 - **Before school:** 60 minutes prior to start of school day
 - **During school hours:** Full coverage while students and staff are present
 - **After school:** 150–240 minutes post-dismissal
 - Current School calendar includes 177 days of school and 13 staff development days from August 12, 2025 through May 31st, 2026 and 30 days of summer/Saturday school in June of 2026.
- Monitor and patrol campus grounds, perimeters, entrances, and exits, including utilization of Lighthouse’s security management, camera, public address, and access control and alarm systems.
- Security officers will walk the entire site on a regular basis during their assigned shift. Lighthouse expects the Contractor to provide a Daily Activity Reporting system to assure that thorough rounds are being conducted at each site by the security guards. This system will serve as evidence of the officer’s activity while patrolling the site for that shift. Lighthouse is open to suggestions from the bidders on systems they are familiar with or prefer to use. Lighthouse will determine the patrol routes at each site. All established routes may be modified upon request by Lighthouse.
- Ensure the security of building entry points, especially during high-traffic times.
- Enforce Lighthouse’s Visitor policies and ensure only authorized staff, students, families, and visitors are on campus.
- Deter and respond to unauthorized access, loitering, or suspicious behavior, including escorting trespassers or unauthorized visitors off campus. The security officer must remain in visual contact monitoring the violators until they are completely off of school property.
- Provide sufficient backup coverage if assigned personnel is absent to ensure that no site is without security personnel. The security company is solely responsible for ensuring that there are no absences without backup and for communicating any changes in personnel, temporary or permanent, to Lighthouse management.
- Security personnel will carry keys and alarm codes for each site as assigned and assist other agencies in searching the site or cooperating with internal or external investigations if required.

B. Crosswalk & Traffic Safety

- Staff designated crosswalks and pedestrian-heavy zones before and after school: 7:30am-9:00am M-F and 3:00pm-4:30pm M/Tu/Th/Fri and 1:00pm-2:30pm on Wednesdays throughout the school year (see section A for calendar information).
- Assist students and families with safe street crossings during arrival and dismissal.
- Monitor vehicle and foot traffic in school zones to prevent hazards including reporting any patterns or safety concerns to Lighthouse management and provide suggestions and solutions for ensuring safe passage to and from school.

- Communicate with local law enforcement and local officials as needed to support traffic flow and safety.

C. Incident Response & Reporting

- Respond to and de-escalate conflicts, safety concerns, and emergencies, including intervening to prevent further escalation, effective crowd control, remaining with and supervising individuals involved in conflicts until appropriate school personnel or local law enforcement arrive, and any other actions necessary to ensure the safety of students, staff, families, and visitors.
- Maintain daily incident logs and provide full incident reports for any significant events.
- Coordinate with school administration in emergencies or drills (e.g., fire, lockdown, shelter in-place) and serve as members of the emergency response team, including requiring security personnel to remain on-site as assigned disaster workers in case of a natural disaster or local, state, or national emergency affecting the school.
- Follow school protocols for reporting and documenting safety-related incidents.
- Work closely with operational teams to review and update site emergency plans.
- Cooperate with and support Lighthouse management, emergency responders, and local law enforcement officials with any investigations of or response to safety incidents or concerns affecting the school or occurring on school property or at school-based events.

D. Special Events & On-Call Support

- Provide occasional evening and weekend coverage of special events requiring security personnel, such as dances, break school, community events, and special circumstances such as construction site monitoring, alarm response outside of regular building hours, and fire watch or perimeter patrol by vehicle or foot, if necessary. Estimated to be up to 30 days of special event services up to 2 guards per event up to 8 hours per day (with events typically happening on evenings, weekends, or during the summer when school is not in session).
- The security company shall provide 24 hours/day, 7 days/week, on-call management contact information for any concerns or requests in which the assigned security personnel is not able to provide answers or decisions to certain situations.
- The security company shall provide flexible time adjustments for the roaming patrol vehicle and stationary coverage as needed.
- The security company shall provide on-call back up security measures for unsecured gates; provide temporary lock and chain upon Lighthouse approval to secure gates.

Professional Conduct & Communication

- Ensure all personnel are trained, licensed, and background-checked in accordance with state and local regulations.
- Maintain a professional appearance and demeanor at all times.
- Communicate effectively with school staff, families, and students while maintaining authority and discretion.

- Monitor the effectiveness of all personnel assigned by contractor to Lighthouse campuses and meet periodically with Lighthouse management to review the effectiveness and performance of contractor's assigned staff.
- Investigate and take appropriate corrective actions if any personnel fails to perform to Lighthouse's satisfaction or engages in any behavior that violates Lighthouse or the contractor's code of conduct or professional standards.
- The winning bidder will be expected to uphold a code of ethics and professional conduct throughout the terms of this contract. Any actions considered unethical or unprofessional may result in a penalty fee, request for dismissal of assigned personnel and provision of a replacement, and/or termination of the contract. Examples of unethical or unprofessional conduct include but are not limited to sleeping on duty, falsifying reports, not wearing approved security uniform, delayed responses or failure to be at assigned post or following assigned patrol schedule, not conducting thorough rounds as scheduled, discriminatory jokes and language.

Other Contractor Responsibilities:

- The security company shall provide consultation services to Lighthouse to make any necessary recommendations as appropriate.
- The security company is to provide a uniform for their security personnel.
- The security guard should have a photo ID card identifying them at all times.
- The security company is responsible for providing its staff with any necessary equipment or materials to perform their duties. Lighthouse will make available access to all security systems, including additional two-way radios and security system access to assigned personnel, but the Contractor is responsible for all other equipment, uniforms, and materials and resources.

3. Site Locations

- **School A:** Lighthouse Community Charter School and High School, 444 Hegenberger Road, Oakland, CA 94621
- **School B:** Lodestar, 701 105th Avenue, Oakland, CA, 94703
- Each school site serves approximately 750-850 students.

REQUEST FOR PROPOSAL & INSTRUCTIONS FOR BIDDERS.

1. To be considered a Bidder, the candidate must submit the complete original proposal, in the format stated below, and provide fully executed copies of all addenda[s] required to be returned
2. **Proposal Submission:** PDF attached via email by **Monday May 26, 2025 at 5:00PM** to the following email address: belen.orozco@lighthousecharter.org

Email Subject Line: Lighthouse Security Services Proposal for RFP #002-2025

PROPOSAL SUBMITTED IN ANY OTHER FORMAT WILL BE CONSIDERED NON-RESPONSIVE.

3. Proposal Requirements:

Responding vendors must include the following in their proposal:

- Company overview and relevant experience with school security services–This should include a brief overview of the firm, identifying the firms’ experience with TK-12 safety requirements, safety plan management, and overall experience with providing security services to TK-12 schools.
- Staffing plan (number of guards per site and per shift)
- Training and certification procedures
- Example of incident reporting process
- Pricing breakdown/Rate Schedule by hour or shift or type of responsibility, including any overtime, weekend, after-hours, holiday, or other special rates that are different from the base rates.
- References from at least three similar security contracts (preferably in K-12 schools or other education environments). Reference information should include but is not limited to the scope of project costs, length of contract, and contact information of the client. Lighthouse reserves the right to contact the provided references.
- Verification and proof that Contractor can meet all insurance requirements by and throughout the start of the contract period. A certificate of insurance or letter is required from Bidder's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with Bidders' Proposals.

- 4. Document Submission Checklist.** Each bidder shall provide the following documents only as indicated below.

Documents	Submit with Bid	Submit Upon Notice of Award
Proposal: See above list for all components and also include: <ol style="list-style-type: none"> 1. The name, mailing address and telephone number of the firm submitting the proposal and the name of the person who has the authority to legally bind the firm in a contract. 2. Location of office(s) that will complete the project, the date the firm was established, number of years in service and number of employees. 3. California Business License number (attach copy of certification). 4. Contractor Certification: Ability to comply with fingerprinting and insurance requirements 5. A description of the range of activities performed, staffing plan, and procedures for training and certifying staff. 6. A Rate Schedule (see above), including the following specific information: materials, transportation and services 	X	

<p>necessary, staff levels assigned, hours to be worked, cost per hour and total cost. Each prospective contractor shall also detail all other items that will be charged to Lighthouse and include them in its total bid</p> <p>7. A list of three (3) references which must be California public schools, private schools or school districts, all of which have been clients of the firm within the last three (5) years and for whom services provided were similar in nature.</p> <p>8. Descriptions of any other specialized services it is able to provide.</p>		
Certificate of Insurance and Acor Certificate of Liability		X
Workers Compensation Insurance Certificate		X
Drug-Free Workplace Certification		X
Criminal Background Investigation/ Fingerprinting Certification		X

5. Request for Information and Clarification Clarifications/RFI's.

All requests for clarification must be made via email to: Attn: Belen Orozco at belen.orozco@lighthousecharter.org no later than May 16, 2025.

Proposals found to be incomplete may be rejected as non-responsive; and proposals not deemed to be competitive will be rejected. Lighthouse may choose to ask clarification questions or request additional information. All responses will be required in writing; incomplete or unclear responses will result in rejection of proposal.

6. Contract Specifications.

Lighthouse reserves the right to add or delete related items from the contract at any time during the period of the contract. Lighthouse reserves the right to cancel immediately any awarded contract for any reason determined by Lighthouse to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service. Lighthouse will hold the Respondent Bidder in default if they have caused such condition to arise. Failure to comply with any of the above requirements will be sufficient cause for the cancellation of the contract.

7. Term of Pricing.

The term of the Fixed Pricing Period shall commence upon Lighthouse execution of the contract, tentatively scheduled for July 1, 2025. The period of time that prices quoted herein shall

remain in effect for a minimum period of 12 months after bid award. The Bidder must provide in writing any price changes 90 days prior to the annual renewal date. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed five (5) years. In the event that parties involved consent in contracting time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by Lighthouse. All proposed price increases shall require the submission by the Bidder of the national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

8. Permits and Licenses and Qualifications.

The Contractor and all 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 the requirements of law. Respondent should also affirm that:

- a. Respondent's employees are U.S. Citizens or with proper work authorization at least twenty one (21) years of age with no prior felony convictions or other convictions.
- b. Respondent's employees possess a valid California Driver's License.
- c. Respondent's employees possess a valid California Guard Card and all state certifications or equivalent.
- d. Compliance with BSIS training requirements under SB 1626 (July 1, 2000) wherein security guards in K-14 school districts or California community college districts must complete a course of training developed by BSIS. The law affects guards working on school property for more than 20 hours per week. The training requirement affects only guards employed pursuant to a contract between a K-14 school district or California community college district and a private patrol operator.

9. Respondent Bidders Cost.

Any costs incurred by the Respondent Bidder for the development of their proposals are the sole responsibility of the Respondent Bidder and shall not be chargeable to Lighthouse.

10. Price Adjustments.

Prices for the services shall remain unchanged for twelve (12) months following the effective date of the contract. The Bidder shall have the right to request a price adjustment only thirty (30) days prior to the end of the contract term. During this thirty (30) days period, the Bidder may submit a request in writing to Lighthouse for a price adjustment that is consistent with and relative to price changes originating with and compelled by market trends and which changes are outside of the Bidder's control. The Bidder must fully document its request, attaching to the request, without limitation, such market data, to support the requested adjustment. Lighthouse may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the end of the next

contract term. Errors and Omissions If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its attachments, they shall immediately notify Lighthouse of such error in writing and request modification or clarification of the document. Modifications will be made via addenda. Clarifications will be posted to the Lighthouse website, without divulging the source of the request. If a Bidder fails to notify Lighthouse, prior to the date fixed for submission of proposals, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall submit proposals at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the error or its later correction.

11. Reservations.

With respect to this RFP, Lighthouse reserves certain rights at any time as follows:

- a) Reject any proposal without indicating any reason for such rejection;
- b) Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposals, or in the process, or as part of any subsequent contract negotiation;
- c) Request that Bidders supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- d) Terminate this RFP and issue a new RFP;
- e) Modify the selection process, the specifications or requirements for materials or services, or the content or format of the bids;
- f) Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- g) Negotiate with any or none of the Bidders;
- h) Modify the final contract from terms described in this RFP;
- i) Terminate failed negotiations with a Bidder without liability, and negotiate with other Bidders;
- j) Disqualify any Bidder on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to Lighthouse;
- k) Request that services be provided by certain staff of a Bidder, or request that certain staff of a Bidder is excluded from providing services as determined by Lighthouse to be in its best interest;
- l) Reject a Bidder's proposal where the Bidder is in breach of, or in default under, any other agreement with Lighthouse;
- m) Award multiple contracts if it is deemed necessary to provide the specified services.

This solicitation does not obligate Lighthouse to enter into an agreement. Lighthouse retains the right to cancel this RFP at any time, should the project be canceled, Lighthouse loses the required funding, or it is deemed in the best interest of Lighthouse. No obligation, either expressed or implied, exists on the part of Lighthouse to make an award or to pay any cost incurred in the preparation or submission of a proposal.

12. General Description of the Proposed Contract.

After the evaluation process is completed, the recommendation for award to one or more Bidders will go forward to the Board of Directors for approval on June 4, 2025. The term of the

purchase order contract will be from July 1, 2025 to June 30, 2026, with the ability to extend the Contract for up to two (2) additional one (1) year terms. The Contract will require the proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations that are in effect at the time the purchase order contract is signed, and that become effective during the term of the contract.

The contract shall be signed by the Bidder and returned, along with the required attachments to Lighthouse within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the Board. Any work performed prior to receipt of a fully executed contract shall be at Bidder's own risk.

13. Failure to Execute a Contract.

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute a failure to execute the contract. If the successful Bidder refuses or fails to execute the contract, Lighthouse may award the contract to the next qualified highest ranked Bidder.

14. Bid.

Numbers contained in the bid and related documents shall be expressed both in written words and in Arabic numerals. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such erasure, interlineations or correction creates no inconsistency and is authenticated by affixing the initials of the person(s) signing the bid on the bidder's behalf in the margin immediately adjacent to the erasure, interlineations or correction. All handwritten interlineations or corrections must be made in ink. If the values of the written words and the corresponding Arabic numerals in the bid conflict, the values expressed by written words shall control over those expressed by Arabic numerals. In the event of inconsistency between any other words and figures in the bid, words shall control figures. If Lighthouse determines that any bid is unintelligible, illegible or ambiguous, Lighthouse may reject such bid as not being responsive. If the line item and the total amount named by a bidder for any item are not in agreement, the line item alone shall be considered as representing the bidder's intention, and the total amount of the bid shall be corrected.

15. Modifications to Bid or Project Documents by Bidder.

Changes in or additions to the bid or to any of the Project Documents, any alternative proposals, or any other modifications which are not specifically called for by Lighthouse in writing may result in Lighthouse's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, Lighthouse may (but is not required to) consider written modifications faxed or e-mailed to Lighthouse prior to the opening of bids, but only if (a) Lighthouse is satisfied prior to the opening of bids that the modifications were authorized by and transmitted by or at the direction of the bidder, and (b) a paper copy of the fax

or e-mail transmission is delivered to the Place of Bid Receipt (as defined in the Notice) prior to the Bid Submission Deadline specified in the Notice.

16. Examination of School Sites.

At its own expense and prior to submitting its bid, each bidder shall be allowed to visit the school sites on the designated date and time to evaluate conditions which may in any way affect the performance of the work to be performed under the Agreement. Under no circumstances shall any bidder be present on school grounds unless escorted by authorized Lighthouse personnel.

17. Examination and Interpretation of Bid Documents.

Each bidder must thoroughly familiarize itself with the bid documents. If any bidder is in doubt as to the true meaning of any part of the bid documents or finds discrepancies in or omissions from the bid documents, the bidder may submit to Lighthouse a written request for an interpretation or correction thereof. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made only by addendum duly issued by Lighthouse, and a copy of such Addendum will be posted on the Lighthouse website. Lighthouse will not be responsible for any other explanation or interpretation of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on Lighthouse. If discrepancies exist in or among any of the bid documents, Lighthouse's interpretation of the bid documents with respect to those discrepancies shall prevail.

18. Force Majeure.

The Bidder acknowledges Lighthouse is not liable for interruption of services due to any of the following causes, to the extent beyond its reasonable control: acts of God, accidents, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, government order or law, and natural catastrophes.

19. Termination of Contract.

Lighthouse reserves the right to terminate any contract awarded hereunder for default at Lighthouse's convenience. If the contract is terminated for convenience, the Bidder shall only be paid for services and products rendered at the date of notice of termination.

20. Payment Invoicing.

Lighthouse will only pay by original invoice. Invoices must be made out to Lighthouse Community Public Schools and sent to the accounts payable electronically to billing@lighthousecharter.org or via mail to Billing Department, Lighthouse Community Public Schools, 433 Hegenberger Road, Suite 206, Oakland, CA 94621. Invoices must show purchase order number, description of items purchased, unit prices, and all applicable taxes. Invoices must always clearly separate labor and materials costs. Invoices not including the proper purchase order

number may experience delayed payment. Payment will be made on completion of the order. Lighthouse payment terms are Net 30. All invoices must indicate the total quantity purchased, unit price awarded under the contract, any variance to that unit price (if any), and the extended cost of the items purchased and list all labor separately from materials. Invoices that do not reflect these items will be returned to the Bidder for corrections and will not be paid until the invoice reflects all components listed above.

21. Indemnification and Insurance Requirements.

Indemnification.

The Bidder will agree to indemnify, defend, and save harmless Lighthouse, its officers, agents, employees, and volunteers from any and all claims and losses accruing to or resulting from any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from and against any and all injuries, claims and losses resulting to any person, firm, or corporation who may be injured or damaged by acts or negligence of Bidder in the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide Lighthouse its officers, agents, employees, and volunteers with the fullest protection possible under the law. Bidder acknowledges that Lighthouse would not enter into this Agreement in the absence of Bidder's commitment to indemnify, defend and protect Lighthouse as set forth herein.

Insurance.

The Bidder will maintain general liability insurance, automobile coverage, and workers compensation coverage as set forth below. Lighthouse and its directors, officers, employees, or agents or volunteers shall be named as additional insured on a separate endorsement with respect to the general liability coverage. The Provider agrees to provide copies of the required policies of insurance to Lighthouse. A certificate of insurance or letter is required from Bidder's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with Bidders' Proposals. Actual certificates and additional insured endorsements naming Lighthouse as additional insured will be required to be delivered prior to execution of the final contract.

Commercial General Liability Insurance: Bidder shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. Contractor can meet the liability insurance requirements with through an umbrella insurance policy. IN all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum required liability insurance limits.

Automobile Liability Insurance: Bidder shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Bidder and Lighthouse against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Bidder in the course of carrying out the Work contemplated in this Agreement.

Errors & Omissions (E & O)/Malpractice (Professional Liability): including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits: \$1,000,000 per occurrence and \$2,000,000 general aggregate.

The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming Lighthouse and Lighthouse's directors, officers, employees, agents and volunteers as additional insureds.

All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. Lighthouse may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the Lighthouse Representatives are authorized to authorize lower ratings than those set forth in this Section.

All policies of insurance provided by Bidder shall be primary to any coverage available to Lighthouse or Lighthouse's directors, officers, employees, or agents or volunteers shall be in excess of Bidder's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit Bidder or Bidder's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Bidder hereby waives all rights of subrogation against Lighthouse.

22. Withdrawal of Bids.

Any bid may be withdrawn, either personally or by written request, at any time prior to the Date and Time of Bid Opening identified in this notice. No bidder may withdraw any bid for a period of ninety (90) days after the Date and Time of Bid Opening.

23. Workers' Compensation.

In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with Lighthouse (as indicated in Section 17 above) three (3) original counterparts of the Workers' Compensation Certificate, which states, in part, as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

24. Anti-Discrimination.

It is Lighthouse's policy that in connection with all work performed under contracts to which Lighthouse is a party, there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and with Labor Code Section 1735.

25. Drug-Free Workplace Certification.

Pursuant to the Drug-Free Workplace Act of 1990 (Government Code Sections 8350 *et seq.*), the successful bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. The bidder will be required to take positive measures outlined in that certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act of 1990 could result in penalties including termination of the Agreement or suspension of payment there under.

26. Non-collusion Declaration.

To be executed by winning bidder.

27. Criminal Record Checks.

Education Code Section 45125.1 provides that if there is a possibility that the employees of any entity that has a contract with a school Lighthouse may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department of Justice for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 667.5(c) or a serious felony listed in Penal Code Section

1192.7(c), or has been convicted of such a violent felony or serious felony, the Department shall notify both the employer and Lighthouse of the criminal information pertaining to the individual. The notification shall be delivered to the employer by telephone or electronic mail, and to Lighthouse by first-class mail.

The bidder shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent felony or serious felony as defined in the above-referenced Penal Code Sections. The bidder shall certify in writing to Lighthouse's Board of Education that none of the bidder's employees who may come in contact with pupils have been convicted of a violent or serious felony. The bidder shall provide a list of the names of its employees who may come in contact with pupils to Lighthouse's Board of Education. In addition, pursuant to Education Code Section 45125.1(g), the successful bidder shall certify in writing to Lighthouse that neither the bidder nor any of its employees who's fingerprints are required to be submitted to the Department of Justice and who may come in contact with pupils have been convicted of any such violent felony or serious felony.

28. Protest.

Any bid protest by any Bidder regarding any other bid must be submitted in writing to Lighthouse, before 4:00 p.m. on the **THIRD (3RD) Calendar Day** following bid opening or next business day following the weekend or holiday.

- The protest must contain a complete statement of any and all bases for the protest.
- The protest must refer to the specific portions of all documents that form the bases for the protest.
- The protest must include the name, address and telephone number of the person representing the protesting party.
- The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings

Project Location: Lighthouse Community Public Schools

Project Title: Security Services

Bid Number:

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this affidavit is executed on _____[date], at _____[city], _____[state].

Signature

Print N

Project Location: Lighthouse Community Public Schools

Project Title: Security Services

Bid Number:

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 provides as follows:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

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

Dated: _____, 20__

Contractor: _____

By: _____

Name: _____

Title: _____

Project Location: Lighthouse Community Public Schools

Project Title: Security Services

Bid Number:

Drug-Free Workplace Certification

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the State agency determines that specified acts have occurred.

Lighthouse is not a “state agency” as defined in the applicable section(s) of the Government Code, but Lighthouse is a local agency and public school under California law and requires all contractors on Lighthouse projects to comply with the provisions and requirements of Government Code section 8350 *et seq.*, the Drug-Free Workplace Act of 1990.

Pursuant to Government Code Section 8355, the undersigned (hereinafter referred to as the “**Contractor**”) hereby certifies that the Contractor will provide a drug-free workplace by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying actions, which will be taken against employees for violations of the prohibition;
- (b) Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee-assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations;
- (c) Requiring that each employee engaged in the performance of the contract awarded to the Contractor in connection with the above-referenced Project (“**Agreement**”) by the Lighthouse Community Public Schools (“**Lighthouse**”) be given a copy of the statement required by subdivision (a) and that, as a condition of employment on that Agreement, the employee agrees to abide by the terms of the statement.

The Contractor understands that if Lighthouse determines that the Contractor has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Government Code Section 8355, then the Agreement is subject to suspension of payments, termination, or both. The Contractor further understands that if it violates the terms of the Drug-Free Workplace Act of 1990, the Contractor may be subject to debarment in accordance with the requirements of Government Code Sections 8350 *et seq.*

The Contractor acknowledges that it is aware of the provisions of Government Code Sections 8350 *et seq.*, and hereby certifies that the Contractor will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Title

Date

APPENDIX A

CONTRACT FOR SECURITY SERVICES

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into this day of , 2025, (hereinafter, the “Effective Date”), by and between the Lighthouse Community Public Schools (“Lighthouse”) and [ADD], an [ADD] (hereinafter, “Contractor”). For the purposes of this Agreement Lighthouse and Contractor may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to Lighthouse or Contractor interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Lighthouse and Contractor agree as follows:

ENGAGEMENT TERMS

1. SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Contractor agrees to perform the services and tasks set forth in attached Exhibit A. Contractor further agrees to furnish the Lighthouse with all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally as “Work.” Contractor shall not commence with the performance of the Work until such time as Lighthouse issues a written Notice to Proceed.

2. TERM: This Agreement shall have a term of one (1) year commencing from , and concluding , with the option to extend annually for a maximum term of up to three (3) years. Nothing in this Section shall operate to prohibit or otherwise restrict the Lighthouse’s ability to terminate this Agreement at any time for convenience or for cause.

3. COMPENSATION: Contractor’s total compensation during the Term of this Agreement or any extension term SHALL NOT EXCEED THE TOTAL AMOUNT OF [ADD] DOLLARS AND 00/00 (\$.00) (hereinafter, the “Not-to-Exceed Amount”) per the rate sheet and schedule referenced in Exhibit B “Rate Sheet and Schedule” and Contractor confirms it will be able to perform the Work for the Not-to-Exceed Amount.

4. PAYMENT OF COMPENSATION: The Not-to-Exceed Amount shall be paid to Contractor in monthly increments as the Work is completed. Following the conclusion of each calendar month, Contractor shall submit to Lighthouse an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of Contractor’s monthly compensation is a function of hours works by Contractor’s personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, Lighthouse shall notify Contractor in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar days of receipt of each invoice, Lighthouse shall pay all undisputed amounts included on the invoice. Lighthouse shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

5. ACCOUNTING RECORDS: Contractor shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. Lighthouse shall have the right to access and examine such records,

without charge, during normal business hours. Lighthouse shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

6. ABANDONMENT BY Contractor: In the event Contractor ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, Contractor shall deliver to Lighthouse immediately and without delay, all materials, records and other work product prepared or obtained by Contractor in the performance of this Agreement. Furthermore, Contractor shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which Lighthouse may incur as a result of Contractor's cessation or abandonment.

7. PERFORMANCE OF AGREEMENT

a. Lighthouse's REPRESENTATIVES: The Lighthouse hereby designates, under the authority of the Chief Executive Officer (hereinafter, the "Lighthouse Representative") to act as its representative for the performance of this Agreement. The Chief Executive Officer shall be the chief Lighthouse Representative. The Lighthouse Representative or their designee shall act on behalf of the Lighthouse for all purposes under this Agreement. Contractor shall not accept directions or orders from any person other than the Lighthouse Representative or their designee.

b. Contractor REPRESENTATIVE: Contractor hereby designates , [Title], to act as its representative for the performance of this Agreement (hereinafter, "Contractor Representative"). Contractor Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Contractor Representative shall constitute notice to Contractor.

8. COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: Contractor agrees to work closely with Lighthouse staff in the performance of the Work and this Agreement and shall be available to Lighthouse staff and the Lighthouse Representatives at all reasonable times. All work prepared by Contractor shall be subject to inspection and approval by Lighthouse Representatives or their designees.

9. STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Contractor represents, acknowledges and agrees to the following:

a. Contractor shall perform all Work skillfully, competently and to the highest standards of Contractor's profession;

b. Contractor shall perform all Work in a manner reasonably satisfactory to the Lighthouse;

c. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

d. Contractor understands the nature and Scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

e. All of Contractor's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Contractor; and,

f. All of Contractor's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to Lighthouse for copying and inspection.

The Parties acknowledge and agree that Contractor shall perform, at Contractor's own cost and expense and without any reimbursement from Lighthouse, any services necessary to correct any errors or omissions caused by Contractor's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Contractor's employees, agents, contractors, subcontractors and subconsultants. Such effort by Contractor to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the Lighthouse Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that Lighthouse's acceptance of any work performed by Contractor or on Contractor's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that Lighthouse has relied upon the foregoing representations of Contractor, including but not limited to the representation that Contractor possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of Contractor's profession.

10. ASSIGNMENT: The skills, training, knowledge and experience of Contractor are material to Lighthouse's willingness to enter into this Agreement. Accordingly, Lighthouse has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Contractor or on behalf of Contractor in the performance of this Agreement. In recognition of this interest, Contractor agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the Lighthouse, which may be withheld in Lighthouse's sole discretion. In the absence of Lighthouse's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

11. CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by Contractor or under Contractor's strict supervision. Contractor will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. Lighthouse retains Contractor on an independent contractor basis and not as an employee. Contractor reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Contractor's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of Lighthouse's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Contractor are not employees of Lighthouse and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll

taxes, social security and Medicare payments and the like. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

12. **REMOVAL OF EMPLOYEES OR AGENTS:** If any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the Lighthouse Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Contractor, a threat to persons or property, or if any of Contractor's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the Lighthouse, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Contractor and shall not be re-assigned to perform any of the Work.

13. **COMPLIANCE WITH LAWS:** Contractor shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. Contractor's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

14. **NON-DISCRIMINATION:** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor will comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and with Labor Code Section 1735.

15. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that Contractor and all persons retained or employed by Contractor are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of Lighthouse. Contractor shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Contractor and all persons retained or employed by Contractor shall have no authority, express or implied, to bind Lighthouse in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, Lighthouse, whether by contract or otherwise, unless such authority is expressly conferred to Contractor under this Agreement or is otherwise expressly conferred by Lighthouse in writing.

16. **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, Contractor will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. Contractor shall procure and maintain the following insurance coverage, at its own expense:

- a. **Commercial General Liability Insurance:** Contractor shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

Contractor can meet the liability insurance requirements with through an umbrella insurance policy. IN all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum required liability insurance limits.

- b. **Automobile Liability Insurance:** Contractor shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- c. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Contractor and Lighthouse against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor in the course of carrying out the Work contemplated in this Agreement.
- d. **Errors & Omissions (E & O)/Malpractice (Professional Liability): including Sexual Molestation and Abuse coverage,** unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits: \$1,000,000 per occurrence and \$2,000,000 general aggregate.

The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming Lighthouse and Lighthouse's directors, officers, employees, agents and volunteers as additional insureds.

All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. Lighthouse may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the Lighthouse Representatives are authorized to authorize lower ratings than those set forth in this Section.

All policies of insurance provided by Contractor shall be primary to any coverage available to Lighthouse or Lighthouse's directors, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by Lighthouse or Lighthouse's directors, officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

17. **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor or Contractor's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against Lighthouse.

18. **VERIFICATION OF COVERAGE:** Contractor acknowledges, understands and agrees, that Lighthouse's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding Lighthouse's financial well-being and, indirectly, the collective well-being of the residents of the Lighthouse. Accordingly, Contractor warrants, represents and agrees that its

shall furnish Lighthouse with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to Lighthouse in its sole and absolute discretion. The certificates of insurance 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 the Lighthouse if requested. All certificates of insurance and endorsements shall be received and approved by Lighthouse as a condition precedent to Contractor's commencement of any work or any of the Work. Upon Lighthouse's written request, Contractor shall also provide Lighthouse with certified copies of all required insurance policies and endorsements.

19. INDEMNIFICATION: The Parties agree that Lighthouse and Lighthouse's directors, officers, employees, agents and volunteers (hereinafter, the "Lighthouse Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the Lighthouse Indemnitees with the fullest protection possible under the law. Contractor acknowledges that Lighthouse would not enter into this Agreement in the absence of Contractor's commitment to indemnify, defend and protect Lighthouse as set forth herein.

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the Lighthouse Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the Lighthouse.

Lighthouse shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due Lighthouse from Contractor as a result of Contractor's failure to pay Lighthouse promptly any indemnification arising under this Article and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Contractor under this Article will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to Lighthouse and Lighthouse's directors, officers, employees, agents and volunteers.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend Lighthouse and Lighthouse's directors, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Lighthouse's choice.

Lighthouse does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Lighthouse, or the deposit with Lighthouse, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the Lighthouse may have at law or in equity.

20. TERMINATION

a. **TERMINATION WITHOUT CAUSE:** Lighthouse may terminate this Agreement at any time for convenience and without cause by giving Contractor a minimum of five (5) calendar days prior written notice of Lighthouse's intent to terminate this Agreement. Upon such termination for convenience, Contractor shall be compensated only for those services and tasks which have been performed by Contractor up to the effective date of the termination. Contractor may not terminate this Agreement except for cause as provided below. If this Agreement is terminated as provided herein, Lighthouse may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of the Work. Contractor shall be required to provide such Documents and Data within fifteen (15) calendar days of Lighthouse's written request. No actual or asserted breach of this Agreement on the part of Lighthouse pursuant to this Agreement, shall operate to prohibit or otherwise restrict Lighthouse's ability to terminate this Agreement for convenience as provided under this Section.

b. **EVENTS OF DEFAULT; BREACH OF AGREEMENT:** In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 20(c) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

c. Contractor shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of Lighthouse's issuance of a Default Notice for any failure of Contractor to timely provide Lighthouse or Lighthouse's employees or agents with any information and/or written reports, documentation or work product which Contractor is obligated to provide to Lighthouse or Lighthouse's employees or agents under this Agreement. Prior to the expiration of the three (3) day cure period, Contractor may submit a written request for additional time to cure the Event of Default upon a showing that Contractor has commenced reasonable and substantial efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the three (3)

day cure period. The foregoing notwithstanding, Lighthouse shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 20(c)(1), that exceeds seven (7) calendar days from the end of the initial three (3) day cure period; or

ii. Within fourteen (14) calendar days of Lighthouse's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, Contractor may submit a written request for additional time to cure the Event of Default upon a showing that Contractor has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, Lighthouse shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 20(c)(1), that exceeds thirty (30) calendar days from the end of the initial fourteen (14) day cure period.

iii. In addition to any other failure on the part of Contractor to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of Contractor shall include, but shall not be limited to the following: (i) Contractor's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) Contractor's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Contractor's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Contractor, whether voluntary or involuntary; (v) Contractor's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) Lighthouse's discovery that a statement representation or warranty by Contractor relating to this Agreement is false, misleading or erroneous in any material respect.

d. Lighthouse shall cure any Event of Default asserted by Contractor within FORTY-FIVE (45) calendar days of Contractor's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the forty-five (45) day cure period. Prior to the expiration of the forty-five (45) day cure period, Lighthouse may submit a written request for additional time to cure the Event of Default upon a showing that Lighthouse has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the forty-five (45) day cure period. The foregoing notwithstanding, an Event of Default dealing with Lighthouse's failure to timely pay any undisputed sums to Contractor as provided under Section 3, above, shall be cured by Lighthouse within five (5) calendar days from the date of Contractor's Default Notice to Lighthouse.

e. Lighthouse, in its sole and absolute discretion, may also immediately suspend Contractor's performance under this Agreement pending Contractor's cure of any Event of Default by giving Contractor written notice of Lighthouse's intent to suspend Contractor's performance (hereinafter, a "Suspension Notice"). Lighthouse may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Contractor shall be compensated only for those services and tasks which have been rendered by Contractor to the reasonable satisfaction of Lighthouse up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of Lighthouse shall operate to prohibit or otherwise restrict Lighthouse's ability to suspend this Agreement as provided herein.

f. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or

otherwise.

g. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to Lighthouse at law or under this Agreement in the event of any breach of this Agreement, Lighthouse, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to Contractor, Lighthouse may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to Contractor, Lighthouse may extend the time of performance;
- iii. Lighthouse may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Contractor's breach of the Agreement or to terminate the Agreement; or
- iv. Lighthouse may exercise any other available and lawful right or remedy.

h. Contractor shall be liable for all legal fees plus other costs and expenses that Lighthouse incurs upon a breach of this Agreement or in the Lighthouse's exercise of its remedies under this Agreement.

i. In the event Lighthouse is in breach of this Agreement, Contractor's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Contractor under this Agreement for completed services and tasks.

21. SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

22. SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

23. MISCELLANEOUS PROVISIONS

a. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of Lighthouse without restriction or limitation upon their use or dissemination by Lighthouse. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Contractor in the performance of this Agreement and fixed in any tangible medium of expression, including but not

limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to Lighthouse, a perpetual license for Lighthouse to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Contractor shall require all subcontractors and subconsultants working on behalf of Contractor in the performance of this Agreement to agree in writing that Lighthouse shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Contractor in the performance of this Agreement.

b. **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by Lighthouse. Lighthouse shall grant such consent if disclosure is legally required. Upon request, all Lighthouse data shall be returned to Lighthouse upon the termination or expiration of this Agreement. Contractor shall not use Lighthouse's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Lighthouse.

c. **FINGERPRINTING.** Contractor shall comply with all applicable provisions of Education Code Section 45125.1. Contractor will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on Lighthouse property on Contractor's behalf. Contractor will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony or any other offenses (as described Ed. Code §§44009, 44010 and 44011), will have contact with Lighthouse's pupils. Contractor will provide Lighthouse with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the Lighthouse Representatives may waive any fingerprinting requirements where it is determined that the Contractor, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the Lighthouse Representatives.

d. **DRUG FREE WORKPLACE CERTIFICATION.** Contractor shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. Contractor shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on Lighthouse property or from Lighthouse facilities.

e. **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

LIGHTHOUSE:

Lighthouse Community Public Schools
Belen Orozco, Senior Director of Operations & Enrollment
433 Hegenberger Road, Suite 202, Oakland, CA 94621
belen.orozco@lighthousecharter.org

CONTRACTOR:

[ADD CONTACT INFORMATION]

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

f. COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

g. SUBCONTRACTING: Contractor shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of Lighthouse. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

h. LIGHTHOUSE'S RIGHT TO EMPLOY OTHER CONTRACTORS: Lighthouse reserves the right to employ other contractors in connection with the various projects worked upon by Contractor.

i. PROHIBITED INTERESTS: Contractor warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Lighthouse shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Lighthouse, during the term of his or her service with Lighthouse, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

j. DISCOUNTS, REBATES, AND REFUNDS: For the purpose of determining the cost if any, of any change addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

k. REQUEST FOR INFORMATION: Any Request for information shall reference all

applicable Contract Document(s), including Specification sections(s), detail(s), page numbers(s) drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Bid Price, Contract Time or the Contract Documents.

l. The Contractor may be responsible for any costs incurred for professional services Lighthouse may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. Lighthouse may deduct from and/or invoice Contractor for professional services arising herein.

m. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

n. **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Alameda County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the City of Oakland, California.

o. **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.

p. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

q. **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

r. **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

s. **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

t. **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to Lighthouse approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

u. **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

v. INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

w. ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between Lighthouse and Contractor prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties.

x. COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with this Agreement, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

Exhibit A

Scope of Work

The selected firm shall provide the following services during the term of the agreement:

Scope of Work

The security company will be expected to deliver the following services:

A. Daily Campus Security

- Deploy uniformed, unarmed security personnel at both school campuses from 7:30am-6:30pm Monday-Friday when school is in session (August-May) and more limited coverage during summer school (June) and Saturday/fall/winter/spring break intersessions and Expanded Learning/Attendance Recovery programming (Up to 30 additional days in addition to the 177/190 day school year calendar). Shifts can be staggered to prevent overtime and provide at least one guard at each site across the full time with at least two guards present during peak operating hours.
- Provide coverage during the following timeframes:
 - **Before school:** 60 minutes prior to start of school day
 - **During school hours:** Full coverage while students and staff are present
 - **After school:** 60–90 minutes post-dismissal
 - Current School calendar includes 177 days of school and 13 staff development days from August 12, 2025 through May 31st, 2026 and 30 days of summer/Saturday school in June of 2026.
- Monitor and patrol campus grounds, perimeters, entrances, and exits, including utilization of Lighthouse's security management, camera, public address, and access control and alarm systems.
- Security officers will walk the entire site on a regular basis during their assigned shift. Lighthouse expects the Contractor to provide a Daily Activity Reporting system to assure that thorough rounds are being conducted at each site by the security guards. This system will serve as evidence of the officer's activity while patrolling the site for that shift. Lighthouse is open to suggestions from the bidders on systems they are familiar with or prefer to use. Lighthouse will determine the patrol routes at each site. All established routes may be modified upon request by Lighthouse.
- Ensure the security of building entry points, especially during high-traffic times.
- Enforce Lighthouse's Visitor policies and ensure only authorized staff, students, families, and visitors are on campus.
- Deter and respond to unauthorized access, loitering, or suspicious behavior, including escorting trespassers or unauthorized visitors off campus. The security officer must remain in visual contact monitoring the violators until they are completely off of school property.
- Provide sufficient backup coverage if assigned personnel is absent to ensure that no site is without security personnel. The security company is solely responsible for ensuring that there are no absences without backup and for communicating any changes in personnel, temporary or permanent, to Lighthouse management.
- Security personnel will carry keys and alarm codes for each site as assigned and assist other agencies in searching the site or cooperating with internal or external investigations if required.

B. Crosswalk & Traffic Safety

- Staff designated crosswalks and pedestrian-heavy zones before and after school: 7:00am-9:00am M-F and 3:00pm-4:30pm M/Tu/Th/Fri and 1:00pm-2:30pm on Wednesdays throughout the school year (see section A for calendar information).
- Assist students and families with safe street crossings during arrival and dismissal.

- Monitor vehicle and foot traffic in school zones to prevent hazards including reporting any patterns or safety concerns to Lighthouse management and provide suggestions and solutions for ensuring safe passage to and from school.
- Communicate with local law enforcement and local officials as needed to support traffic flow and safety.

C. Incident Response & Reporting

- Respond to and de-escalate conflicts, safety concerns, and emergencies, including intervening to prevent further escalation, effective crowd control, remaining with and supervising individuals involved in conflicts until appropriate school personnel or local law enforcement arrive, and any other actions necessary to ensure the safety of students, staff, families, and visitors.
- Maintain daily incident logs and provide full incident reports for any significant events.
- Coordinate with school administration in emergencies or drills (e.g., fire, lockdown, shelter in-place) and serve as members of the emergency response team, including requiring security personnel to remain on-site as assigned disaster workers in case of a natural disaster or local, state, or national emergency affecting the school.
- Follow school protocols for reporting and documenting safety-related incidents.
- Work closely with operational teams to review and update site emergency plans.
- Cooperate with and support Lighthouse management, emergency responders, and local law enforcement officials with any investigations of or response to safety incidents or concerns affecting the school or occurring on school property or at school-based events.

D. Special Events & On-Call Support

- Provide occasional evening and weekend coverage of special events requiring security personnel, such as dances, break school, community events, and special circumstances such as construction site monitoring, alarm response outside of regular building hours, and fire watch or perimeter patrol by vehicle or foot, if necessary. Estimated to be up to 30 days of special event services up to 2 guards per event up to 8 hours per day (with events typically happening on evenings, weekends, or during the summer when school is not in session).
- The security company shall provide 24 hours/day, 7 days/week, on-call management contact information for any concerns or requests in which the assigned security personnel is not able to provide answers or decisions to certain situations.
- The security company shall provide flexible time adjustments for the roaming patrol vehicle and stationary coverage as needed.
- The security company shall provide on-call back up security measures for unsecured gates; provide temporary lock and chain upon Lighthouse approval to secure gates.

Professional Conduct & Communication

- Ensure all personnel are trained, licensed, and background-checked in accordance with state and local regulations.
- Maintain a professional appearance and demeanor at all times.
- Communicate effectively with school staff, families, and students while maintaining authority and discretion.
- Monitor the effectiveness of all personnel assigned by contractor to Lighthouse campuses and meet periodically with Lighthouse management to review the effectiveness and performance of contractor's assigned staff.
- Investigate and take appropriate corrective actions if any personnel fails to perform to Lighthouse's satisfaction or engages in any behavior that violates Lighthouse or the contractor's code of conduct or professional standards.

- The winning bidder will be expected to uphold a code of ethics and professional conduct throughout the terms of this contract. Any actions considered unethical or unprofessional may result in a penalty fee, request for dismissal of assigned personnel and provision of a replacement, and/or termination of the contract. Examples of unethical or unprofessional conduct include but are not limited to sleeping on duty, falsifying reports, not wearing approved security uniform, delayed responses or failure to be at assigned post or following assigned patrol schedule, not conducting thorough rounds as scheduled, discriminatory jokes and language.

Other Contractor Responsibilities:

- The security company shall provide consultation services to Lighthouse to make any necessary recommendations as appropriate.
- The security company is to provide a uniform for their security personnel.
- The security guard should have a photo ID card identifying them at all times.
- The security company is responsible for providing its staff with any necessary equipment or materials to perform their duties. Lighthouse will make available access to all security systems, including additional two-way radios and security system access to assigned personnel, but the Contractor is responsible for all other equipment, uniforms, and materials and resources.

3. Site Locations

- **School A:** Lighthouse Community Charter School and High School, 444 Hegenberger Road, Oakland, CA 94621
- **School B:** Lodestar, 701 105th Avenue, Oakland, CA, 94703
- Each school site serves approximately 750-850 students.

Exhibit B
Rate Sheet and Schedule

The selected firm shall provide the following services at the following rates and schedule for payments during the term of the agreement:

[ADD]

Exhibit C

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the C between Lighthouse Community Public Schools ("LCPS") and Rojas Janitorial Services ("Contractor").

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

	A. The Contractor hereby certifies to LCPS that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with LCPS students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Contractor shall also request and receive subsequent arrest and conviction notifications for all such employees from the California Department of Justice to ensure ongoing safety of students and report any new notifications of arrests and convictions to RA.
	B. The Contractor hereby certifies to LCPS that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Contractor requires all new employees to provide the Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Contractor maintains current TB clearances for all such employees.

List below, or attach, the name and other information for each vendor employee for whom the Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
John Example	07/23/2014	07/23/2018	MSTC 07/01/2018

WAIVER JUSTIFICATION:

N/A	
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	D. The Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s) on a limited basis for emergency services to be performed as needed:
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N/A	The Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)
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N/A	The Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)
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N/A	The Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:
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Check all methods to be used:

1.	Installation of a physical barrier at the worksite to limit contact with students.
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2.	Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.
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3.	Surveillance of employees of the VENDOR by school personnel
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	The Services provided by the Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.
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By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Contractor's sole responsibility to maintain, update, and provide LCPS with current and complete information along with the employee list, throughout the duration of Services provided by Contractor.

Authorized Vendor Signature	Printed Name	Title	Date
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