



**REQUEST FOR PROPOSAL  
RFP GP162122**

**Stores Warehouse Supplies**

**EAST SIDE UNION HIGH SCHOOL DISTRICT  
830 North Capitol Avenue  
San Jose, CA 95133-1316**

**RFP DUE DATE:  
MAY 27, 2022 5:00 PM**

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## Notice to Vendors

The Board of Trustees of the East Side Union High School District (ESUHSD) is requesting proposals for the award of a contract for the purchase of Stores Warehouse supplies in accordance with the minimum specifications included herein.  
Prices are to be quoted **F.O.B. Destination: San Jose, CA.**

PlanetBids is a web enabled procurement and electronic bidding system. In order to begin bidding for this RFP the Vendor must first register, for free, online:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=24763>

As a registered and approved vendor within our vendor database, you will be automatically notified of bid alerts, bid changes or updates and addenda. All bid related information is located within the different tabs of the bid detail. Only applicable tabs will be available within the bid.

All necessary documentation for this RFP can be downloaded via the PlanetBids website.

The User Guide can be downloaded from the vendor portal or by following this link:

<https://www.planetbids.com/UsersGuides/PlanetBids%20BidsOnline%20Users%20Guide.pdf>

All proposal documents must be submitted to PlanetBids on or before **5:00 PM, May 27, 2022.**

For assistance with eBidding, please refer to the eBidding User Guide. To locate the eBidding Users Guide, click on "Place eBid". After you have accepted the terms and conditions, click the "?" (Red question mark) located at the upper right of the page to access the PlanetBids Support Page. Here you can view Frequently Asked Questions, download the eBidding Users Guide or open a support ticket for further assistance.

If you are having technical issues downloading or submitting your bid documents please contact Planet Bids Directly at (818) 992-1771.

Contact Person: Lizbeth Amador – General Purchasing Buyer  
Phone: 408-347-5072, Email: [amadorl@esuhsd.org](mailto:amadorl@esuhsd.org).

No vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the receiving of the proposal.

ESUHSD will review the responses, contact references, and complete a weighted scoring matrix for each respondent vendor.

ESUHSD reserves the right to accept or reject any item or group(s) of items of a proposal. ESUHSD also reserves the right to waive any minor informality or irregularity in any Proposals. Additionally, ESUHSD may, for any reason, decide not to award an Agreement as a result of this RFP.

## Proposed Timeline

The following is the anticipated Proposal and engagement schedule. ESUHSD may change the estimated dates and process as deemed necessary.

May 12, 2022	Publish Request for Proposals
May 20, 2022	Last day for submission of inquiries and/or clarifications <b>by 1:00 P.M.</b>
May 27, 2022	Proposals Due electronically only on PlanetBids <b>by 5:00 P.M.</b>
June 23, 2022	Board of Trustees Meeting
July 1, 2022	Contract start date

## Addenda

The ESUHSD may modify this RFP, any of its key action dates, or any of its attachments, prior to the bid submittal date. Addenda will be numbered consecutively as a suffix to the RFP Reference Number. Addenda shall be available for public view on PlanetBids. It is the Bidder's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

## Inquiries and/or Clarifications

Any requests for clarification of the RFP shall be made via PlanetBids only, under the "Q&A" tab, no later than **May 20, 2022, 1:00 PM.**

ESUHSD is responsible only for what is expressly stated in this RFP and any authorized written addenda thereto. ESUHSD is not responsible for and will not be bound by any person not authorized to act on its behalf.

*As of the Issuance date of this RFP and continuing until the final date for submission of proposals, contact with ESUHSD employees is strictly limited. All personnel representing ESUHSD are specifically directed not to hold meetings, conferences or technical discussions with any vendor for purposes of responding to this RFP. Any vendor found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this RFP.*

## Submission of RFP

Please review this RFP carefully before responding to ensure that you understand fully all procedural, system, and contractual requirements are fully understood. Failure to adhere to all requirements will disqualify the proposal.

## Evaluation Criteria

The award of contract, if made by ESUHSD, will be the evaluation of Proposals in accordance with the following matrix on the basis of the completeness of the proposal for services, ability to meet minimum requirements the cost of services, and the qualifications of the firm as evidenced by demonstrated experience and references. While price will be a substantial factor in awarding the contract for services, ESUHSD expressly reserve the right to select a proposal that does not represent the lowest cost for services but presents the best perceived benefit to ESUHSD in the ESUHSD'S sole discretion. (EC 39802).

RFP Evaluation Criteria	Value
Pricing	60%
Product Specifications/Matches criteria	25%
Vendor Qualifications/Past Relationship with ESUHSD/References	15%
<b>Total</b>	<b>100%</b>

## Purpose of the Proposal

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors to provide East Side Union High School District (ESUHSD) with pricing for the Stores Warehouse items which includes Paper, Art, Office, Custodial and Health Supplies.

ESUHSD would like to have the successful Vendor offer other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, the right to purchase the identical item(s) at the same price and at the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. ESUHSD waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

## Product Specifications

All specifications detailed in the "Line Item List" are requirements that are to be met or exceeded. Items with Brand Specification which are followed by the words "Sole Brand" may not be substituted or replaced. "Equivalent" or "No Preference" items, bidders may furnish any equal or similar item. Please use the appropriate designated columns to describe the item available. Any missing information may result on disqualification of that line item.

All items to be quoted as: **F.O.B. DESTINATION**, San Jose, California.  
Use **Exhibit 6 - Statement of Surcharges** to notate the surcharges, if applicable.

### **Quote in units indicated. Some items will say each, package, dozen and/or case.**

The specifications and quantities that are listed in the "Line Item List" are estimates only. All proposals must include accurate units of measure that ESUHSD will be expected to procure at any given time. **If ESUHSD is required to order a case versus ream or pallet versus case, etc. Identify purchase unit measure on the Additional Notes column.**

The ESUHSD reserves the right to buy either more or less than this quantity throughout the term of the Contract or delete a line item or entire RFP.

Quantities listed per line item are estimated and will be procured when current stock on hand is depleted. Additional quantities may need to be purchased due to under estimated annual need of items. **All items will be ordered on an “as needed” basis.**

Per the “**Line Item List**”, all **3 truckloads (8,100 rms/21 pallets)** of white paper will be ordered on one purchase order and to be delivered to one location, the ESUHSD Warehouse.

Notify Purchasing of any back order items via E-mail to [Genpurch@esuhsd.org](mailto:Genpurch@esuhsd.org), Subject: “Back Order Store Items”

**Items shall be awarded by Category to one or multiple vendors.**  
**Acceptance or rejection of this clause will not affect the outcome of this RFP.**

All items purchased by this RFP will be delivered to:

East Side Union High School District  
Warehouse  
830 North Capitol Avenue  
San Jose, CA 95133  
Phone Number: 408.347.5280

The ESUHSD Warehouse **does** have a loading dock and forklifts for the delivery.

**Delivery Schedule:**

Regular Hours: Monday to Friday, 8am to 3:30pm

**Hours subject to change**

Warehouse Phone Number: 408.347.5280

## **Bidder’s Cost**

Costs for developing Bids are entirely the responsibility of the Bidder and shall not be chargeable to the ESUHSD.

## **Price Adjustments**

Prices for the items shall remain unchanged for twelve (12) months following the effective date of the contract. **The Vendor shall have the right to request a price adjustment only thirty (30) days prior to the end the end of the contract term dated June 30, 2023.** During this thirty (30) days period, the Vendor may submit a request in writing to ESUHSD for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer pricing or market trends and which changes are outside of the Vendor’s control. Rate adjustments shall not be greater than ten percent (10%).

The Vendor must fully document its request, attaching to the request, without limitation, such market data, to support the requested adjustment. ESUSHD 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 the RFP or any of its attachments, he/she shall immediately notify ESUHSD of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be posted to the PlanetBids website, without divulging the source of the request for same.

If a Bidder fails to notify ESUHSD prior to the date fixed for submission of bids of an error in the RFP known to him/her, or an error that reasonably should have been known to him/her, he/she shall bid at his/her own risk, and if he/she is awarded the contract, he/she shall not be entitled to additional compensation or time by reason of the error or its later correction.

## **Exceptions**

If a Bidder takes exception to any part of this RFP, including but not limited to specifications of the Insurance, Administrative and Legal Requirements as written, here in or as amended by any addenda subsequently issued, must be done in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items.

## **Organization of RFP**

Proposal responses are to be organized simply and economically. Each Proposal shall be submitted in the following order with the following documents. **All items below are required in order for the proposal to be accepted as a responsive proposal:**

1. Exhibit 1 - General Vendor Information/Signature Page (Required ESUHSD Form on PlanetBids)
2. Exhibit 2 - List of References (Required ESUHSD Form on PlanetBids)
3. Exhibit 3 - Conflict of Interest (Required ESUHSD Form on PlanetBids)
4. Exhibit 4 - Certificate of Nondiscrimination (Required ESUHSD Form on PlanetBids)
5. Exhibit 5 - Noncollusion Declaration (Required ESUHSD Form on PlanetBids)
6. Exhibit 6 - Statement of Surcharges (Required ESUHSD Form on PlanetBids)
7. W-9
8. Certificate of Liability Insurance (Endorsed to East Side Union High School District upon award)
9. Line Item List (Required ESUHSD Form on PlanetBids)

All necessary documentation for this RFP can be downloaded via the PlanetBids website.

## **Bids Become the Property of East Side Union High School District**

Proposals become the property of ESUHSD and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. ESUHSD reserves the right to make use of any information or ideas contained in the proposal.

## **Confidential Material**

Bidder must notify ESUHSD in advance of any proprietary or confidential material contained in the bid and provide justification for not making such material public. ESUHSD shall have sole discretion to disclose or not disclose such material subject to any protective order which Bidder may obtain.

## Reservations

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

1. Reject any proposal without indicating any reason for such rejection.
2. Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal, or in the BID process, or as part of any subsequent contract negotiation.
3. Request that vendors supplement or modify all or certain aspects of their BIDS or other documents or materials submitted.
4. Request the vendor make an oral and/or written presentation if more information is deemed necessary.
5. Terminate this BID and issue a new BID.
6. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the BIDS.
7. Extend a deadline specified in this BID, including deadlines for accepting BIDS.
8. Negotiate with any or none of the vendors.
9. Modify the final contract from terms described in this BID.
10. Terminate failed negotiations with a vendor without liability, and negotiate with other vendors.
11. Disqualify any vendor 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 ESUHSD.
12. Request that services be provided by certain staff of a vendor, or request that certain staff of a vendor be excluded from providing services as determined by ESUHSD to be in its best interest.
13. Reject a vendor's proposal where the vendor is in breach of, or in default under, any other agreement with the ESUHSD.
14. Award multiple contracts if it is deemed necessary to provide the specified services.

## Cancellation

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

## Award of Contract

Award, if any, will be to the Bidder(s) whose bid best complies with all of the requirements of the RFP documents and any addenda. Purchase order shall be awarded to the bidder(s) whose offer is determined to be the most advantageous to ESUHSD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Director Purchasing to be in the best interests of ESUHSD and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance.

## Contract Term

The term of the contract shall commence upon ESUHSD execution of contract, tentatively scheduled for **July 1, 2022 through June 30, 2023** and may be renewed for two (2) additional one (1) year renewal terms based on funding, pricing and performance.



## **Contract Renewal**

ESUHSD will issue a contract that will have rates firm for the initial term of the contract. Pricing changes may be considered by ESUHSD for additional contract terms, however, ESUHSD may cancel the contract if a requested price change is not acceptable. All contract renewals must be done in writing.

## **Execution of the Contract**

The contract shall be signed by the Vendor and returned, along with the required attachments to the East Side Union High School District 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 appropriate East Side Union High School District officials. Any work performed prior to receipt of a fully executed contract shall be at Vendor's own risk.

## **Failure to Execute the 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 failure to execute the contract. If the successful Vendor refuses or fails to execute the contract, the East Side Union High School District may award the contract to the next qualified highest ranked Vendor.

## **Termination of Contract**

The ESUHSD may terminate the contract at any time for any reason with 30 days notice to the vendor. Because ESUHSD terminates the contract, this does not preclude the vendor from meeting obligations to other school districts that has entered into a contract with the vendor utilizing the piggyback clause, if applicable.

## **Force Majeure**

The Carrier acknowledges ESUHSD 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.

## **Payment/invoicing**

The ESUHSD will only pay by original invoice. Invoices must be made out to ESUHSD and sent electronically to the Accounts Payables department at [accountspayable@esuhd.org](mailto:accountspayable@esuhd.org). Invoices must show purchase order number, description of items purchased, unit prices, and all applicable taxes. Invoices not including the proper purchase order number may experience delayed payment. Payment will be made on completion of order. ESUHSD payment terms are Net 30. Purchase orders are required for all items purchased. Purchase orders shall be issued on an "as needed" basis when the order is made. Issuing purchase orders on an "as needed" basis in no way nullifies the pricing agreement as set forth for the term specified.

## **Administrative and Legal Requirements**

Vendors must meet Administrative and Legal Requirements included in this RFP and as outline in **Attachment A**

## **Indemnification and Insurance Requirements**

### **Indemnification**

The Vendor will agree to indemnify, defend, and save harmless the ESUHSD, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to 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 any and all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

### **Insurance**

The Vendor will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as specified in **Attachment B**. ESUHSD 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 ESUHSD. A certificate of insurance or letter is required from vendor's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with vendors' Proposals. Actual certificates and additional insured endorsements naming ESUHSD as additional insured will be required to be delivered prior to execution of the final contract.