



**REQUEST FOR PROPOSALS
RFP GP142122**

**ADULT EDUCATION
SECURITY GUARD SERVICES**

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

RFP DUE: May 27, 2022 by 5:00 PM

Notice to Vendors

The Board of Trustees of the East Side Union High School District (ESUHSD) is requesting proposals for the award of a service contract for Adult Education Security Guard Services in accordance with the minimum specifications included herein.

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.

To download a copy of the line item, register and login to PlanetBids, double click on the Project Title you wish to bid on. Once the bid is open select the Line Items tab. In the top right corner click on Export. Save file under desired folder and name.

All necessary documentation for this RFP can be downloaded via the PlanetBids website. All proposal documents must be posted to PlanetBids on or before **5:00 PM, May 27, 2022**.

Contact Person: Phuong Nguyen/ Senior Contract Specialist
Phone: 408-347-5073

Paper RFPs will not be accepted. We are only accepting electronic RFPs via PlanetBids.

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.

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

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.

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>

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

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 by 1:00 PM
May 27, 2022	Proposals Due by 5:00 PM
June 23, 2022	Board of Trustees Meeting
August 9, 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. 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, under the "Q&A" tab, no later than **1:00 PM, May 20, 2022**.

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 Proposals

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

Evaluation Criteria

The following is the criteria by which ESUHSD will evaluate proposals submitted in response to this RFP. Contract award shall be based on the Proposer's ability to provide services as required in this RFP, overall price and the experience and success of the Proposer in executing similar contracts.

RFP Evaluation Criteria	Value
Scope of Work Requirements Matrix	25%
Costs	50%
Vendor Qualifications/Past Relationship with ESUHSD/References	25%
Total	100%

Purpose of the Proposal

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Security Guard Service Companies to provide East Side Union High School District (ESUHSD) with Security personnel to patrol, monitor, and maintain an orderly school climate on three (3) campuses where Adult Education programs are being offered listed below:

A. Andrew Hill High School
Adult Education Program
3200 Senter Road
San Jose, CA 95111

B. Independence Adult Education Center
625 Educational Park Drive
San Jose, CA 95133

C. Overfelt Adult Education Center
1901 Cunningham Avenue
San Jose, CA 95122

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. Acceptance or rejection of this clause will not affect the outcome of this RFP.

Scope of Services

The intention of ESUHSD is to negotiate a contract with a vendor who will provide security guard services at the Adult Education sites with security personnel to patrol, monitor, and maintain an orderly school climate on **three (3) campuses** where Adult Education programs are being offered.

1. Dates and Hour

- a. Evening security for the 2022 - 23 school year will begin Tuesday, August 9, 2022 at all 3 campuses; Independence Adult Center, Overfelt Adult Center and Andrew Hill High School campuses. Evening security for all campuses concludes on Thursday, May 25, 2023. The required time for evening security is 5:30 pm – 9:30 pm.

- b. Unscheduled security service will be requested as needed throughout the year. A schedule will be provided with expected holiday dates. The East Side Union High School District Adult Education Program will establish schedules and assignments for security personnel.

2. Security Guard Services will include but not limited to:

- a. Patrol the campuses and parking lots unarmed with a two-way radio.
- b. Provide assistance to students and staff when requested.
- c. Monitor campus safety and enforce parking, no smoking or loitering restrictions.
- d. Remind students to return to class following break time and direct students back to class during class time.
- e. Stay on the campus until all personnel and students have left the site.
- f. Inform supervisor same day of any suspicious or out of the ordinary activity.
- g. Assist in maintaining an orderly school climate, assist in the opening of classrooms, and securing campus at the end of the evening, ensuring that all buildings and gates are locked before exiting the campus.
- h. Be aware of the Program's emergency procedures and site evacuation maps.
- i. Perform other appropriate related security functions as requested by the authorized ESUHSD representative.

3. The security company will be responsible for:

- a. The security company will be responsible for providing coverage if regular security guard is sick or on vacation.
- b. All security personnel must have a valid "guard card" issued by the State of California on them while on ESUHSD sites. The security guard must wear a company provided uniform so they're easily recognizable on campuses.
- c. The security guard must wear a company provide uniform so they're easily recognizable on campuses.
- d. The security company will be responsible for fingerprint clearance and for providing the East Side Union High School District Adult Education Program with verification of fingerprint clearance.

Bidder's Cost

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

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 given by written notice to all parties who have been furnished or who have requested a RFP for proposing purposes, 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.

Organizations of RFP

Proposal responses are to be organized simply, economically and will be submitted in the specific order as defined below.

1. Executive Summary & Narrative:
 - a. The Executive Summary should contain an outline of your professional Security Guard Services, philosophy and business approach, along with a brief summary of your firm's history and qualifications to engage in a professional relationship with ESUHSD.
 - b. The Narrative may include the following; firms experience with public educational projects, preferably with public high school districts; scope of projects; and additional data about the firm as it may relate to this RFP.
2. Exhibit 1 - General Vendor Information (Required ESUHSD form on PlanetBids)
3. Exhibit 2 – References: At least three (3) K-12 educational client references for which other school districts that have received similar services from you within the last three (3) years. (Required ESUHSD form on PlanetBids)
4. Exhibit 3 - Proposed Costs (Required ESUHSD form on PlanetBids)
5. Exhibit 4 - Certification of Nondiscrimination by Seller form (Required ESUHSD form on PlanetBids)
6. Exhibit 5 - Noncollusion Declaration form (Required ESUHSD form on PlanetBids)
7. Exhibit 6 - Conflict of Interest (Required ESUHSD form on PlanetBids)
8. W-9
9. Certificate of Liability Insurance (Insurance to be endorsed to East Side Union High School District upon award)

Proposed Cost

Vendors are to download the electronic version, from PlanetBids website and enter their pricing directly on the electronic form. If Vendors do not use our forms to complete their proposal, vendors will be considered non-responsive and proposals may be rejected.

Price Adjustments

Prices for the services 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 of the contract term. 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 market trends and which changes are outside of the Vendor's control. The Vendor must fully document its request, attaching to the request, without limitation, such market data, to support the requested adjustment. ESUHSD 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.

Proposals Become the Property of ESUHSD

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 RFP process, or as part of any subsequent contract negotiation;
3. Request that vendors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
4. Request the vendor makes an oral and/or written presentation if more information is deemed necessary;
5. Terminate this RFP and issue a new RFP;
6. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the proposals;
7. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
8. Negotiate with any or none of the vendors;
9. Modify the final contract from terms described in this RFP;
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 Purchasing Manager 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.

ESUHSD reserves the right to negotiate any terms and conditions in the RFP responses received, to reject any or all responses received, and to waive any informality or minor defects in responses received.

Term of Contract

The term of the contract shall commence upon ESUHSD execution of contract, tentatively scheduled for August 9, 2022 and continue through and including May 25, 2023 and may be renewed for four (4) additional 12-month periods 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.

Force Majeure

The Vendor 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.

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.

Payment

The ESUHSD will only pay by original invoice. All invoices shall contain the proper pricing as specified in the proposed cost. In addition, all invoices shall include the appropriate purchase order number. Invoices not including the proper purchase order number may experience delayed payment. ESUHSD payment terms are Net30.

Invoices must be made out to ESUHSD and sent to the district office or sent electronically to the Accounts Payables department at accountspayable@esuhd.org and shall be in sufficient detail to understand the service provided. (i.e. who provided the service, date of services, hours, description of service, etc.) ESUHSD reserves the right to audit Vendor's records when deemed necessary to verify information on invoice submitted.

Administrative and Legal Requirements

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

Indemnification and Insurance Requirements

Indemnification. The Bidder 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 Bidder 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 if applicable.