



**REQUEST FOR PROPOSAL
RFP GP092324**

**FIRE ALARM SYSTEMS TESTING, INSPECTIONS, AND
MAINTENANCE**

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

RFP DUE DATE: March 1, 2024, 5:00 PM

Notice to Vendors

The East Side Union High School District (ESUHSD) is requesting proposals for the award of purchase order contract for the **Fire Alarm Systems Testing, Inspections, and Maintenance** 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.

Copies of the RFP, including forms that need to be completed and submitted, can be downloaded from the PlanetBids website.

All proposals are to be submitted electronically via PlanetBids on or before **March 1, 2024, by 5:00 PM**. All necessary documentation for this RFP can be downloaded via the PlanetBids website.

Contact Person: Phuong Nguyen
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 proposal submittal deadline. A successful respondent vendor shall not be relieved of the proposal submitted without the District's consent, which relief the District may grant or deny in its discretion.

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, or to reissue the RFP.

There will not be a formal public opening for this RFP. After the recommendation for the purchase order contracts 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 timeline of events for this RFP. ESUHSD may change the estimated dates and processes as deemed necessary.

January 30, 2024	Release of Request for Proposals
February 12, 2024	Last day for submissions of questions and/or clarifications on PlanetBids by 1:00 PM
March 1, 2024	Proposals Due electronically only on PlanetBids by 5:00 PM
April 18, 2024	Recommendations to the Board of Trustees to award
July 1, 2024	Tentative Contract Start Date

Addenda

The ESUHSD may modify this RFP, any of its key action dates, or any of its attachment, 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 PlanetBids. It is the Respondent Vendor's responsibility to ensure they have incorporated all addenda. Failure to acknowledge incorporated addenda will not relieve the Respondent Vendor of the responsibility to meet all terms and conditions of this 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 **February 12, 2024, by 1:00 PM.**

All responses to questions/clarifications will be posted to the PlanetBids website. If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Vendor's responsibility to review PlanetBids for any responses and/or addenda.

If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Vendor's responsibility to review PlanetBids for any responses and/or addenda.

ESUHSD is responsible only for what is expressly stated within 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.

Proposals must be submitted no later than March 1, 2024, by 5:00 PM.

Evaluation Criteria

The following is the criteria by which ESUHSD will evaluate proposals submitted in response to this RFP.

RFP Evaluation Criteria	
Customer Support	30%
Scope of Services	25%
Costs	40%
Vendor Qualifications/Past Relationship with ESUHSD/References	5%
Total	100%

District Overview

The East Side Union High School District (ESUHSD), established in 1950, serves over 21,000 students in grades 9-12 at 11 comprehensive high schools and five alternative education sites. The District has the third-largest high school enrollment in the State and the largest in Northern California.

Purpose of the Proposal

The East Side Union High School District is seeking proposals to provide Fire Alarm Systems Testing, Inspections, and Maintenance at ESUHSD including the District Office, High Schools, Adult Centers and other alternative education schools as described below.

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 receive the services 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 Scope of Services for East Side Union High School District (ESUHSD) is to negotiate a contract with a vendor who will provide Fire Alarm Systems Testing Inspections, and Maintenance at all ESUHSD locations.

1. GENERAL:

- a. This scope of work includes the furnishing of all labor, materials, lifts, equipment, licenses and permits required to perform Annual testing and Inspections of Fire Alarm Systems and Corrective Maintenance at all ESUHSD sites.
- b. The ESUHSD shall provide **no** staff assistance to escort the contractor, coordinate building fire alarm testing notifications, access to any classroom or area of any school where testing is required.
- c. Service personnel shall be qualified and experienced in the inspection, testing and maintenance of fire alarm systems. Qualified personnel shall include, but not limited to the following:
Personnel who are factory trained and certified for fire alarm system service of the specific type and brand of system. The bidding contractor as part of this bid shall provide current manufacturers training certificate for the following fire alarm systems:
 - i. Gamewell-FCI E3
 - ii. AES-Intellinet

- iii. Notifier
 - iv. Silent Knight
 - v. Radionics
- d. Service Personnel Qualification and Experience Personnel who are certified by a nationally recognized fire alarm certification organization acceptable to ESUHSD. The National Institute for Certification in Engineering Technologies (NICET) would be a recognized certificate organization. The bidding contractor shall provide NICET Level II certificates for no less than two testing technicians which will provide testing and maintenance services at ESUHSD.
- e. To have consistency in services provided and communication between ESUHSD and the awarding vendor, ESUHSD is requesting that each proposal includes providing a single point staff/technician who will service ESUHSD's sites on a regular basis. This staff/technician should be certified in all of our fire alarm systems.
- f. The bidding contractor shall provide documentation that only Certified Fire/Life Safety Technicians by the California Division of Apprenticeship Standards will be employed to provide testing and maintenance services at ESUHSD.
- g. The bidding contractor shall provide proof that it maintains an operating office within thirty miles of ESUHSD District office.

2. TESTING:

All testing and record keeping shall be conducted in accordance with **NFPA 72, 2016, Section 14.3.1 Inspection, testing, and maintenance records**. All testing records shall be provided to ESUHSD in PDF format, a hard copy is to be provided in the document box at each site and uploaded to the Santa Clara compliance engine. All testing records shall be bar code based and accessible to ESUHSD through a web portal. Every device shall be individually labeled with a distinct bar code number. These bar codes shall be read by a barcode scanner specifically developed for testing fire alarm systems. The bar code system shall supply ESUHSD the following reports:

- a. Executive Summary which shall list the equipment and type of equipment to be tested.
- b. Discrepancy report which provides ESUHSD with a description of the problem along with an NFPA code references.
- c. Proposed Solution Report which shall provide ESUHSD a solution to each discrepancy listed in the discrepancy report and associated repair pricing.
- d. Notes and Recommendation for any additional inspection notes made by the testing inspectors.
- e. Sound level testing report which shall record the specific decibel readings.
- f. Inspection and Testing report. The inspection and testing report shall list all of the items inspected at each school site. Included in this report shall be the type of service performed, time and date of the test.
- g. Sensitivity testing report shall detail the sensitivity ranges and acceptable reading for each type of device. Items are grouped by Passed or Failed/Other.

3. TESTING STANDARDS: All testing shall meet the district's protocols with respect to notification of the site administration, SJFD, Monitoring Center and the IT department representative before any testing can commence. Initiating devices and fire detection and alarm equipment are tested as follows:

- a. Quarterly:** All supervisory signal devices (except valve tamper switches) are tested at least quarterly.
- b. Semiannually:** All valve tamper switches, and water flow devices are tested at least semiannually.
- c. Annually:**
 - i. All duct detectors, electromechanical releasing devices, manual fire alarm boxes, and smoke detectors are tested at least annually.
 - ii. Occupant alarm notification devices, including all audible devices and visible devices, are tested at least annually on the weekend or during vacation periods.
 - iii. All automatic smoke-detection shutdown devices for air-handling equipment are tested annually.
 - iv. All horizontal and vertical sliding and rolling fire doors are tested for proper operation and full closure at least annually.
 - v. Sensitivity testing shall be completed at least annually.
 - vi. All smoke detectors shall be tested AND cleaned annually.

4. MAINTENANCE:

- a.** Contractor shall provide preventive and corrective maintenance and testing and when requested, timely and appropriate emergency response services during the term of the Agreement as required. Contractor shall provide all services in a manner that ensures system serviceability and operation.
- b.** Contractor shall perform recurring preventive and corrective maintenance and testing on all systems. Contractor shall implement a planned preventive maintenance program, approved by ESUHS, to prevent and correct deficiencies with installed system components, in order to minimize breakdowns and service interruptions, extend component life, and maximize operating efficiency.
- c.** At a minimum Contractor must follow the manufacturer's preventive maintenance and testing recommendations for the systems. Additionally, Contractor shall maintain and test the systems in accordance with NFPA 72, 2016
- d.** Contractor shall provide all labor, parts, materials and equipment as needed to properly maintain and test the systems.
- e.** All maintenance services shall be scheduled subject to the review and approval of the IT dept. The contractor(s) shall be required to provide yearly schedules of the necessary testing and maintenance required by system within 30 days of contract execution and on or before May 1 of the subsequent years. These schedules must be adhered to throughout the term of the agreement.
- f.** No work shall interfere with the operation of the existing facilities on or adjacent to the site. Normal Facility hours are, Monday through Friday, 8:00 A.M. to 5:00 P.M. holidays excluded. Regular testing shall be done during regular business hours with prior seven (7) day notification being made to the IT Dept.

- g.** Contractor shall provide for approval by the IT Department within 3 business days of testing, maintenance or repair the contractor's electronic report of service form. This form will be required to document services rendered. The form at a minimum shall include the following:
- i. date of service/repair/maintenance
 - ii. time of arrival/departure
 - iii. printed name and signature of technician providing the service
 - iv. building number
 - v. location in the building
 - vi. type of service (preventative, corrective, testing, extra services)
 - vii. corrective action taken
 - viii. location of devices serviced or repaired
 - ix. parts utilization
 - x. status of service/repair
 - xi. printed name and signature of district employee authorizing and approving completion of the work

5. REPAIRS:

- a.** Repair costs shall include Contractor's insurance, taxes, overhead & profit. All repair pricing shall be included as part of the web-based barcode inspection report described above.
- b.** When approved, repair work shall be completed in strict accordance with equipment manufacturer's operation & maintenance procedures, guidelines and recommendations.
(See Exhibit 4-Labor rates form)

- 6. REPORTS:** The Contractor shall maintain a record of all maintenance service and repairs relating to the equipment included in this agreement free of charge for up to 5 years. Reports shall be submitted after each testing visit and at the completion of any repairs or retesting.

- 7. WARRANTY:** Contractor guarantees that all service and repairs provided under this agreement will be performed in a workmanlike manner. Any claim for defective workmanship must be provided to the contractor by written notice prior to the termination date of this agreement upon which contractor agrees to remedy and redo any such service(s) in a timely manner without any additional cost to ESUHSD. The contractor also warrants against defects in materials, and workmanship of all the contractor part(s) or component(s) supplied hereunder for a period of one year from the date the part(s) or component(s) are installed. If any part(s) or component(s) should prove defective during the aforementioned warranty period, the contractor shall repair or replace any such items, provided they were not damaged, abused, or affected by chemical properties. This warranty is in lieu of all other warranties, express, implied or statutory, including the implied warranties of merchantability and fitness for a particular purpose. The contractor's obligation to repair, replace, or perform a service, on any defective part(s), component(s) or service will be exclusive under this agreement. Part(s), component(s) or services furnished by others to the contractor carry the same guarantee to ESUHSD as the contractor receives.

- 8. EQUIPMENT INFORMATION/IMPROVEMENTS:** The contractor will keep abreast of all equipment changes and product improvements and will continually explore new and better methods of higher technology that will enhance the ESUHSD fire alarm system infrastructure. After the annual inspection is completed there will be a meeting of ESUHSD personnel and the contractor to review inspection reports and improvements that may need to be done. At this time the contractor will present industry technology advancements that can improve ESUHSD's fire alarm systems.

- 9. EMERGENCY / SERVICE RATE:** During the testing and inspection period, the Contractor shall provide an emergency contact phone number and have on "standby-by" a qualified technician to respond to after hours and weekend calls for service deemed by ESUHSD personnel as related to work under this contract. Technicians shall respond to ESUHSD within two hours of notification. The contractor shall have an office located within thirty miles of San Jose. There shall be no cost for emergency service to ESUHSD unless it is determined that the trouble was unrelated to work performed by contractor. The Contractor shall include in his/her bid the following rates for emergency service as follows (see Exhibit 4-Labor rates form):

Hourly Service Rate, straight time \$

Hourly Travel Rate, straight time Rate \$

Hourly Service Rate, after hours and weekends \$

10. EQUIPMENT:

- a. Contractor will be promptly notified when the IT Engineering Department becomes aware of any equipment that is operating abnormally and/or needs repair. If it is determined that the repair is for a critical piece of equipment the repair must be completed within hours of the notice of the need for repair.
- b. Contractor may start and stop the operation of equipment as required for the performance of this agreement provided this activity is scheduled and coordinated in advance with the IT Engineering Department.

11. CONTRACTOR RESPONSIBILITY

- a. The Contractor shall furnish all labor, tools, lifts, specialty equipment and some materials required for work described above.
- b. The Contractor shall provide scissor lifts and plywood floor protection for the testing of smoke detectors, duct smoke detectors, beam detectors and or heat detectors located in the gym's and in the stage areas of the schools. As part of the bid package for this RFP the contractor shall provide verification that a NICET level II technician has been trained to operate the scissor lift.
- c. Due to the nature of the ESUHSD being a High School District, all tools, equipment and materials must be secured or stored in safe locations at all times. It is imperative that vehicle doors, windows and toolboxes are secured at all times.
- d. It shall be the contractor's obligation to protect classroom and gym surfaces from damage and dirt and clean up after the testing has been completed for that test period.
- e. The contractor agrees that its employees, as well as any sub-contractors on the job site, shall comply with all applicable Policies and Procedures of ESUHSD.
- f. No fire alarm testing shall take place in an occupied classroom building, this includes afternoon and evening classes and after-school events. It shall be the obligation of the fire alarm testing company to coordination with the school site Principal when testing can take place.
- g. It is imperative that close coordination be maintained between Contractor and IT department and site administration to have the least number of interruptions to building staff and students. Contractor is responsible for coordination with each school site principal.

- h. If testing cannot be completed in accordance with the ESUHSD Schedule, ESUHSD has the right to complete the testing through a third party or internal engineer. The cost incurred will be charged back to the Contractor.

12. Location of Services: Charter Schools are also located on the sites listed below.

Education Center 830 N. Capitol Ave San Jose, CA 95133	Silver Creek High School 3434 Silver Creek Road San Jose, CA 95121
Andrew P. Hill High School 3200 Senter Road San Jose, CA 95111	William.C. Overfelt High School 1835 Cunningham Avenue San Jose, CA 95122
Evergreen Valley High School 3300 Quimby Road San Jose, CA 95148	Yerba Buena High School 1855 Lucretia Avenue San Jose, CA 95122
Independence High School 617 N. Jackson Ave San Jose, CA 95133	Calero High School 420 Calero Avenue San Jose, CA 95123
James Lick High School 57 North White Road San Jose, CA 95127	Foothill High School 230 Pala Avenue San Jose, CA 95127
Mt. Pleasant High School 1750 South White Road San Jose, CA 95127	Pegasus High School 1776 Educational Park Drive San Jose, CA 95133
Oak Grove High School 285 Blossom Hill Road San Jose, CA 95123	Independence Adult Center 625 Educational Park Drive San Jose, CA 95133
Piedmont Hills High School 1377 Piedmont Road San Jose, CA 95132	Overfelt Adult Center @ W.C.Overfelt HS 1901 Cunningham Avenue San Jose, CA 95122
Santa Teresa High School 6150 Snell Road San Jose, CA 95123	

Contract Specifications:

ESUHSD reserves the right to add or delete related items from the contract at any time during the period of the contract. ESUHSD reserves the right to cancel immediately any awarded contract for any reason determined by ESUHSD to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service. ESUHSD will hold the Respondent Vendor 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.

Term of Pricing

The term of the Fixed Pricing Period shall commence upon ESUHSD execution of the contract, tentatively scheduled for **July 1, 2024**. The period of time that prices quoted herein shall remain in effect for a minimum period of 12 months after bid award. The vendor 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 the District. All proposed price increases shall require the submission by the vendor 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.

Respondent Vendors Cost

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

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 the 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.

Errors and Omissions

If a Respondent Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its attachments, they shall immediately notify ESUHSD 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 PlanetBids website, without divulging the source of the request.

If a Respondent Vendor fails to notify ESUHSD, 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.

Exceptions

If a Respondent Vendor takes exception to any part of this RFP, including but not limited to specification of the Insurance, Administrative and Legal Requirements as written herein 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 Proposals

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. Executive Summary: Each proposal will have a cover letter on organization letterhead including professional services, philosophy and business approach, experience with public educational projects, scope of projects, and additional data related to this RFP.
2. Exhibit 1 – General Provider Information
3. Exhibit 2 - List of References (Required ESUSHD form on PlanetBids)
4. Exhibit 3 - Certificate of Non-Discrimination (Required ESUSHD form on PlanetBids)
5. Exhibit 4 - Non-Collusions Declaration (Required ESUSHD form on PlanetBids)
6. Exhibit 5 - Conflict of Interest Statement (Required ESUSHD form on PlanetBids)
7. Exhibit 6 – Fingerprinting Requirements (Required ESUSHD form on PlanetBids)
8. Exhibit 7 – Maintenance Cost (Required ESUSHD form on PlanetBids)
9. Exhibit 8 – Labor Rates (Required ESUSHD form on PlanetBids)
10. Exhibit 9 – Subcontractor Designation (Required ESUSHD form on PlanetBids)
11. W-9
12. Certificate of Liability Insurance (Endorsed to East Side Union High School District upon award.)

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

Respondent Vendor 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 Respondent Vendor 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 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. Terminate this RFP and issue a new RFP;
5. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the bids;
6. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
7. Negotiate with any or none of the vendors;
8. Modify the final contract from terms described in this RFP;
9. Terminate failed negotiations with a vendor without liability, and negotiate with other vendors;
10. 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;
11. Request that services be provided by certain staff of a vendor, or request that certain staff of a vendor is excluded from providing services as determined by ESUHSD to be in its best interest;
12. Reject a vendor's proposal where the vendor is in breach of, or in default under, any other agreement with the ESUHSD;
13. 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 proposal.

Award of Contract

The award, if any, will be to the Respondent Vendor(s) whose proposal best complies with all of the requirements of the RFP documents and any addenda. Purchase orders shall be awarded to the Respondent Vendor(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. The complete contract shall include the purchase order(s) and all amendment thereto, and the terms of this RFP and all attachments and amendments hereto.

General Description of the Proposed Contract

After the evaluation process is completed, the recommendation for award to one or more vendors will go forward to the Superintendent on behalf of the Board of Trustees for approval and then to the full Board of Trustees for Approval on **April 18, 2024**.

The term of the purchase order contracts will be from **July 1, 2024 to June 30, 2027**, with the ability to extend the Contract for 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.

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 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 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 reserves the right to terminate any contract awarded hereunder for default at ESUHSD's convenience. If the contract is terminated for convenience, the vendor shall only be paid for services and products rendered at the date of notice of termination. Because ESUHSD terminates the contract, this does not preclude the vendor from meeting obligations to other school districts that have entered into a contract with the vendor utilizing the piggyback clause, if applicable.

Payment Invoicing

The ESUHSD will only pay by original invoice that has been signed by an ESUHSD employee. Invoice will not be paid if there is no signature as stated above. Invoices must be made out to ESUHSD and sent to the accounts payable at accountspayable@esuhsd.org. Invoices must show purchase order number, description of items purchased, unit prices, and all applicable taxes, and must include the Buy American certification stated earlier in the RFP. Invoices not including the proper purchase order number may experience delayed payment. Payment will be made on completion of the order. ESUHSD 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. Invoices that do not reflect these items will be returned to the vendor for corrections and will not be paid until the invoice reflects all components listed above.

Administrative and Legal Requirements

Vendors must meet Administrative and Legal Requirements included in this RFP and as outlined 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 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 vendor 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.