

**Request for Proposal
Security Services**

**REQUEST FOR PROPOSAL
Security Services**

**REQUEST FOR PROPOSAL OPENING
FRIDAY, June 10, 2016, 4:00 P.M.
TULARE JOINT UNION HIGH SCHOOL DISTRICT OFFICE
426 N BLACKSTONE STREET
TULARE, CA 93274**

Contact: Vivian Hamilton, Business Manager
Tulare Joint Union High School District Office
426 N Blackstone Street
Tulare, CA 93274
vivian.hamilton@tulare.k12.ca.us
(559) 688-2021

Request for Proposal
Security Services

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Questions relative to the work involved, or as to details of the bid documents should be referred to:	Vivian Hamilton, Business Manager Tulare Joint Union High School District 426 N Blackstone Street Tulare, CA 93274 vivian.hamilton@tulare.k12.ca.us Phone: (559) 688-2021 Fax: (559) 687-7421
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May 20, 2016

Notice to Security Services Bid Vendors:

Re: Security Services Bid

The Tulare Joint Union High School District cordially invites your company to submit a bid for "Security Services Bid." Attached for your company's review and compliance are the general terms and conditions, and specifications.

Please review the attachments and provide your prices, in writing, no later than Friday, June 10, 2016, 4:00 p.m. Please mark the envelope containing your bid "Sealed-Security Services Bid." Faxed or emailed bids are **not** acceptable and will not be received. Please note that any addenda will be posted on the District Website at www.tjuhsd.org/Department/BusinessServices. It is the bidder's responsibility to check this website for addenda before submitting a bid response.

If you have any questions, please contact me at (559) 688-2021.

Sincerely,

Vivian Hamilton
Business Manager

**Request for Proposal
Security Services**

Notice Inviting Proposals

BID: Security Services

OPEN: June 10, 2016

TIME: 4:00 p.m.

Public notice is hereby given that the Board of Trustees of the Tulare Joint Union High School District of Tulare County, State of California, is seeking proposals for the Security Services bid. Proposals shall be received by the Tulare Joint Union High School District, Business Office, 426 N Blackstone, Tulare, California 93274 no later than Wednesday, June 10, 2016 at 4:00 p.m. Envelopes containing bids shall be sealed and clearly marked with "Security Services Bid". Said proposals will be publicly opened and read aloud at the Business Office, 426 N Blackstone, Tulare, California, at the date and time stated above.

The proposal packets may be obtained from the Tulare Joint Union High School District Office at the address listed above during regular business hours. Packets may be requested by phone call to (559) 688-2021 or by email to janet.stephens@tulare.k12.ca.us. The bid packet is available for download from the District website at www.tjuhsd.org.

Each proposal must conform and be responsive to this invitation and all other documents comprising the pertinent contract documents, submitted on the printed forms provided by the Tulare Joint Union High School District, and sealed in an envelope.

The Board of Trustees reserves the right to accept, reject, or modify any or all bids, alternate bids, or unit price, in whole or in part, or waive any formalities, technical defect, clerical error, or irregularity in any bid received, and to be the sole judge of the responsibility of any bidder and of the suitability of the equipment, supplies, and/or services offered. All bids shall be valid for ninety (90) days after the bid opening date.

Minorities, women and disabled veteran business are encouraged to submit bids.

Tulare Joint Union High School District
Board of Trustees

Kelley Nicholson, Clerk

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GENERAL CONDITIONS

1. Bid Forms. In order to preserve uniformity and to facilitate the award of contracts, no bids will be entertained or considered unless made upon forms furnished by the District. The entire bid packet should be returned with original signatures. **Review the packet carefully** to make sure that forms are properly signed, initialed, and notarized as required. Proposal forms can be secured from the Business Department, Tulare Joint Union High School District, 426 N Blackstone Street, Tulare, California. Forms may also be requested via email to janet.stephens@tulare.k12.ca.us or downloaded from the District website at www.tjuhsd.org/Department/BusinessServices.

The proposals shall be sealed and delivered to the Business Department, Tulare Joint Union High School District, 426 N Blackstone Street, Tulare, California, on or before **4:00 p.m. on Friday, June 20, 2016**. Faxed or emailed proposals are **not** acceptable and will not be received. Original signatures are required on proposals. All prices and notations must be typed or written in ink; prices must not be written in pencil. Mistakes may be crossed out and correction inserted adjacent, but the person signing the proposal should initial the correction in ink. An authorized officer or employee must sign all proposals with the firm name.

2. Name and Nature of Bidder's Legal Entity. The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business. An authorized officer shall sign the proposal under the correct firm name.

The successful bidder(s) may be required to furnish a letter of organization listing the firm members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of the bidder(s) or bidder(s') legal entity, the bidder(s) shall first notify the Business Office of the District in order that proper steps may be taken to have the change reflected on the contract of purchase order.

3. Withdrawal of Bid. Bid proposals may be withdrawn by the bidder(s) prior to the time fixed for the opening of bids, but may not be withdrawn for a period of one hundred twenty (120) days after the opening of bids. Successful bidder(s) shall not be relieved of the bid submitted without the District's consent or bidder(s) or bidder(s') recourse to Public Contract Code Sections 5100 *et seq.*

4. Failure to Bid. If the bidder does not quote or does not return bid sheet stating the reason a bid was not submitted, the company name may be removed from our mailing list.

5. Assignment of Contract or Purchase Order. The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bid bond, if any, and the District.

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6. Bid Negotiations. A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate”, or similar will be considered as noncompliance with that specific term.
7. Errors and Omissions. Should any discrepancies or omissions be found in the bid specifications, or doubt as to their meaning, the bidder shall notify the District, in writing. The District will post written instructions or addenda on the District website at www.tjuhsd.org/Department/BusinessServices. **It is the bidder’s responsibility to check this website for any addenda prior to submitting a sealed bid.** The District shall not be held responsible for oral interpretations. Questions must be received at least ninety-six (96) hours (4 working days) before bid opening, unless waived by the District in addenda. All addenda issues shall be incorporated into the resultant contract.
8. Term of Contract. The contract award shall be for the period July 1, 2016 to June 30, 2019.
9. Prices. At no time shall the prices charged the District exceed the prices bid herein.
10. Acceptance or Rejection of Bids. Bids shall remain open, valid, and subject to acceptance for one hundred and twenty (120) calendar days after the bid opening. A written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance results in a binding contract without further action by either party.
11. Bid Exceptions. All exceptions that are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board, whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telephonic modification of any bid submitted will be considered.
12. Awards. The District reserves the rights of determination that items bid meet or do not meet bid specifications. Further, the Board of Trustees reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
13. Execution of Contract. Issuance of an agreement shall evidence the contractual agreement between the bidder(s), the District, and the bidder(s) acceptance of these bid instructions and conditions.
14. Safety and Health Standards. Bidder agrees to comply with the applicable provisions of the California Occupational Safety and Health Act of 1973 (Labor Code Section 6300 et seq.) and the standards and regulations issued thereunder. Bidder agrees to indemnify and hold harmless the District

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to any loss, damage, fine, penalty, or any expense whatsoever as a result of Bidder's failure to comply with the act and any standards or regulations issued thereunder.

15. Default by Bidder. The District shall hold the bidder(s) responsible for any damage that may be sustained because of failure or neglect to comply with any term or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails to furnish services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder(s), cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder(s). The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the bidder(s), or deducted from any funds due the bidder(s).

16. Force Majeure Clause. The parties to the contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

17. Hold Harmless Clause. The successful bidder(s) agree(s) to indemnify, defend and hold harmless the District, its governing board, its officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder(s)/(s') agent, employees or subcontractor's performance under the terms of this contract, excepting only liability arising out of the sole negligence of the District.

18. Insurance. Bidders who perform services on district property and/or who drive on District business shall furnish District with evidence of comprehensive general liability and/or automotive liability insurance as follows:

- a. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000.00 combined single limit for each occurrence. Insurance coverage shall be subject to the approval of District's Risk Manager and shall be provided through carriers with an AM Best Insurance rating of (A:VII) or higher, with the exception of Workers' Compensation Insurance which shall be provided through a carrier with a rating of B+ or higher, and are admitted to transact business in the State of California.

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- b. Each said comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:
 - i) The District, its officers and employees are named as additional insured for all liability arising out of the acts or omissions by or on behalf of the name insured. Bidder shall provide District with a certificate of insurance and additional insured endorsement pursuant to said limits in section 6(A);
 - ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability;
 - iii) The insurance provided herein is primary coverage to District with respect to any insurance or self-insurance programs maintained by District and no insurance held or owned by District shall be called upon to contribute to a loss, except for the sole negligence of District;
 - iv) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to District.
- c. The following documentation shall be submitted to District on or before the commencement date of the Agreement.
 - i) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Agreement.
 - ii) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- d. Upon District's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of District's request.
- e. Bidder's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- f. If Bidder, for any reason, fails to maintain insurance coverage or provide related documentation, as required, District may terminate this Agreement immediately upon written notice.
- g. Bidders may be required to provide evidence of workers compensation and employer liability insurance that provides full statutory coverage. Failure to furnish such evidence of insurance, if requested, may be considered default by the bidder/vendor. Nothing herein shall be construed as limiting in any way the extent to which the bidder(s)/vendor(s) may be held responsible for payment of damages or loss resulting from their operation.

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19. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed, under the bid proposal, shall conform to all applicable requirements of local, state, and federal law.

20. Governing Law and Venue. In the event of litigation, the bid documents, specification and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Tulare County. Bidder hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

21. Fingerprinting. Vendor acknowledges that Education Code Section 45125.1 applies to contracts for the provision of janitorial, administrative, landscaping, transportation and food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice for a criminal records check. The contractor is required to fulfill this requirement at its expense. No such employee may be permitted to come in contact with pupils until the records check is completed. No employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior, written approval of the District. This contract does not grant such approval.

Vendor certifies that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services under this contract which will permit or require them to come in close contact with pupils unless the school district first receives notice from the contractor and the school district grants written permission.

_____ **Initials for Certification**

22. Invoices and Payments. Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for services performed under the contract. Invoices shall be submitted immediately in a form acceptable to the District, under the same firm name as shown on the contract. The District shall make payment for services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

Payment is deemed to have been made on the date the District mails the warrant.

The District shall not be responsible for late payment charges unless they are in express part of the contract of purchase order. A payment is late only if invoice payment time exceeds the time allowed by the payment terms.

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23. Permits and Licenses. The successful bidder(s) and all of his employees or agent 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 herein listed. All operations and materials shall be in accordance with the law.

24. Toll Charges. If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

25. Contract Documents. The bidder(s) and the District agree that the Request for Proposal Letter, General Conditions, the Specification, and any addenda or bulletins thereto, together with the purchase order, shall constitute the contract documents.

26. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of the contract documents, the bidder(s) is an independent contractor and not an officer, employee or agent of the District.

27. Evidence of Responsibility. Upon request of the District, bidder(s) shall submit promptly to the District satisfactory evidence showing the bidder('s)/(s') experience in the type of work or product being requested by the District, the bidder('s)/(s') organization available for the performance of the contract and any other required evidence of the bidder('s)/(s') qualifications to perform the proposed project. Bidder must be an authorized dealer for the equipment/material bid. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of the bidder('s)/(s') responsibility to perform the proposed contract may result in rejection of the bid.

28. Piggy-Back Bid. Other school and/or community college districts within the State of California may request the identical item(s) at the same price and upon the same terms and conditions, pursuant to Section 20118 of the Public Contract Code. The Tulare Joint Union High School District waives its right to having such other Districts draw their warrants in favor of this district as provided in said code section.

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SPECIFICATIONS

Introduction:

The Tulare Joint Union High School District is seeking proposals to provide security services for three comprehensive campuses, one continuation school, two charter schools, and one adult school.

This RFP specifies a three (3) year contract for providing security services.

Proposal Evaluation:

Tulare Joint Union High School District Business Services Department intends to select a Contractor which it believes will best serve the needs and interests of the students, faculty, and staff. Financial considerations will be only one part of the determination of award. The following topics will form the basis for the evaluation of proposals;

1. Experience and quality of corporate management and proposed local staff.
2. Four (4) references that the District may contact.
3. Financial Terms.
4. Ability to support the Tulare Joint Union High School District sponsored activities.

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STATEMENT OF COMPLIANCE

Name of Bidder

EQUAL OPPORTUNITY EMPLOYEMENT ACT OF 1972

The Tulare Joint Union High School District policy is in firm support behind the provisions of the Equal Opportunity Act of 1972. We, therefore, must be assured by the successful Contractor in this bid that they are an equal opportunity employer according to the provisions of the act. We, therefore, require the certification of each bidder as part of the contract documents.

CERTIFICATE

I/we hereby certify that the _____ is an equal opportunity employer as defined in the Equal Opportunity Act of 1972. Upon request by the Business Office, we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1972.

Owner or Official of Firm

Title

Date_____

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**NONCOLLUSION AFFIDAVIT
(must be notarized)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

_____(name), being first duly sworn, deposes and says that he or she is
_____(title) of _____ (contracting firm name), the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract or anyone interest in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or a breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

The undersigned:

_____ (name) the _____ (title) of

_____ (contracting firm name) says that he/she has read the foregoing statement and attests under penalty of perjury to the fact that the enclosed bid is in no way collusive, a sham bid or fixed bid as described above.

Subscribed and sworn to before me this _____ day of _____, 2012.

My commission expires _____

Notary _____

Bid Form

Name of Company

Name of Owner/Manager

Address

Telephone Number

1. Please indicate the number of security employees you had on payroll as of October 1, 2015 for the following categories.

All Employees _____

Female _____

Male _____

Under Age 25 _____

Age 25 – 30 _____

Over Age 30 _____

2. How long has your firm done business in Tulare County? _____

3. Please list your five largest accounts by name.

a. _____
Name Contact Person Telephone Number

b. _____
Name Contact Person Telephone Number

c. _____
Name Contact Person Telephone Number

d. _____
Name Contact Person Telephone Number

e. _____
Name Contact Person Telephone Number

4. What schools are you currently or have you previously provided services?

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5. Please complete the following table regarding your rates.

	2016-2017			2017-2018			2018-2019		
	Hourly	Overtime	Double Time	Hourly	Overtime	Double Time	Hourly	Overtime	Double Time
Security (Daily)									
Security (Events)									

Prices good through _____

6. Are there a minimum number of hours charged per officer? _____

7. Attach a copy of your current liability insurance policy showing current level of insurance.

8. What weapons are your officers allowed to carry?

9. How many hours of training are required for new employees? _____
This training covers what areas? _____

10. What training, in addition to the above, is required of your lead officer?

11. Please describe your company's general attitude as it might relate to working with school personnel and with teen-age students?

12. Attach any additional information that you feel may be pertinent.

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I hereby agree to meet and adhere to all of the above Conditions for Security Services Bid covered by this Request for Proposal, except as noted on the attached sheet(s).

Authorized Signature

Full Legal Name of Applicant

Type/Print Name

Mailing Address

Position

City/State/Zip

Date

Phone Number