

**Request for Proposal
Security Services**

**Request for Proposal
Security Services
BID**

**REQUEST FOR PROPOSAL OPENING
MONDAY, APRIL 25, 2022 AT 3:00 PM
TULARE JOINT UNION HIGH SCHOOL DISTRICT OFFICE
426 N BLACKSTONE STREET
TULARE, CA 93274**

Contact: Dereck Domingues, Director 1, Child Welfare & Safety
Tulare Joint Union High School District Office
426 N Blackstone Street
Tulare, CA 93274
dereck.domingues@tulare.k12.ca.us
(559) 688-2021

**Request for Proposal
Security Services**

TABLE OF CONTENTS

Request for Proposal:

Bid Letter..... 1
Notice Inviting Proposals..... 2
General Conditions..... 3
Scope of Services..... 9
Statement of Compliance (Equal Opportunity)..... 11
Non-Collusion Affidavit..... 12
Bid Form..... 13
Bid Checklist..... 17

Questions relative to the work involved, or as to details of the bid documents should be referred to:

Dereck Domingues, Director 1, Child Welfare & Safety
Tulare Joint Union High School District
426 N Blackstone Street
Tulare, CA 93274
dereck.domingues@tulare.k12.ca.us
Phone: (559) 688-2021 Fax: (559) 687-7421

March 28, 2022

Notice to Security Services Bid Vendors:

Re: Security Services Re-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 Monday, April 25, 2022 at 3:00 PM. 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.tulare.k12.ca.us/Business_Services. 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,

Dereck Domingues

Dereck Domingues
Director 1, Child Welfare & Safety

**Request for Proposal
Security Services**

Notice Inviting Proposals

BID: Security Services

OPEN: April 25, 2022

TIME: 3:00 PM

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, 426 N Blackstone, Tulare, California 93274 no later than Monday, April 25, 2022 at 3:00 PM. Envelopes containing bids shall be sealed and clearly marked with "Security Services Bid". Said proposals will be publicly opened and read aloud at the 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 dereck.domingues@tulare.k12.ca.us. The bid packet is available for download from the District website at www.tulare.k12.ca.us/Business_Services

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

Kelley Nicholson, President

Request for Proposal Security Services

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 dereck.domingues@tulare.k12.ca.us or downloaded from the District website at www.tulare.k12.ca.us/Business_Services.

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 **3:00 PM on Monday, April 25, 2022**. 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 ninety (90) 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.

Request for Proposal Security Services

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.tulare.k12.ca.us/Business_Services . **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, 2022 to June 30, 2025.

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 ninety (90) 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

Request for Proposal Security Services

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.

Request for Proposal Security Services

- 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.

**Request for Proposal
Security Services**

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.

Request for Proposal Security Services

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.

29. Bid Protest. An unsuccessful bidder who intends to protest must provide a Notice of Intent to Protest, in writing, not less than five working days after the posting of the Notice of Intent to Award Contract. Failure to give written notice by close of business on the fifth day shall waive the right to protest. The Detailed Written Statement of Protest must specify each and every selection criteria on which the Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits. For all protests Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.

Request for Proposal Security Services

SCOPE OF SERVICES

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. The approximate number of annual hours for day guards will be 20,900 and event guards will be 10,400.

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

Proposal Evaluation:

Tulare Joint Union High School District 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. Cost	40%
2. Services Provided	5%
3. 24-Hour Dispatch	20%
4. Staff Training Program	5%
5. Ability to meet district needs	25%
6. References	5%

Required Qualifications:

- Guards will only be allowed to carry a radio provided by the District and a flashlight with a maximum length of 8 inches
- Guards will be a minimum of 25 years of age
- Guards must possess a valid California Driver's License
- Bilingual preferred (Spanish)
- Guards must have the ability to communicate effectively in English
- Company will conduct random drug testing of guards. Testing will be done off-campus and at the expense of the security service
- Company will provide a 24 hour dispatch direct phone number
- Company must provide guards a method to effectively communicate amongst each other while on campus (ie. Radio, cell phone, etc.)

Request for Proposal Security Services

- Full-time Day Coverage needed at an approximate number of 20,900 hours annually:
 - Tulare Union High School – 3
 - Tulare Western High School – 3
 - Mission Oak High School – 3
 - Sierra Vista Charter High School – 1
 - Accelerated Charter High School – 1
 - Tech Prep High School – 1
 - Tulare Adult School - 1
- Event Activities Coverage needed at an approximate number of 10,400 hours annually:
 - Football games – up to 40 guards/night
 - Other events – up to 20 guards/night

**Request for Proposal
Security Services**

STATEMENT OF COMPLIANCE

Name of Bidder

EQUAL OPPORTUNITY EMPLOYMENT 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 _____

NONCOLLUSION AFFIDAVIT

**Request for Proposal
Security Services**

(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 _____, 20__.

My commission expires _____

Notary _____

Bid Form

Name of Company

Name of Owner/Manager

Address

Telephone Number

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

2. Where is the nearest office located? Please provide the address.

3. Please indicate the number of security employees you had on payroll as of Jan. 1, 2022 for the following categories.

All Employees	_____	Employees in Tulare County	_____
Female	_____	Female	_____
Male	_____	Male	_____
Under Age 25	_____	Under Age 25	_____
Age 25 – 30	_____	Age 25 – 30	_____
Over Age 30	_____	Over Age 30	_____

4. Please describe your flexibility of scheduling to accommodate last minute needs?

5. Would you have up to 40 guards available for multiple extracurricular events on the same day, excluding staff providing day guard services?

6. What type of high school events do you provide services for?

7. How do you ensure that dispatch is available for after-hour events? Is there a secondary contact available?

**Request for Proposal
Security Services**

8. Please list the **high schools** you have done business with and the years you provided services. Exclude schools within Tulare Joint Union High School District.

Name	Years (Ex: 2019-2022)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

9. Please provide four references from above, which we will be contacting.

a.	_____	_____	_____
	Name	Contact Person	Telephone Number
b.	_____	_____	_____
	Name	Contact Person	Telephone Number
c.	_____	_____	_____
	Name	Contact Person	Telephone Number
d.	_____	_____	_____
	Name	Contact Person	Telephone Number

Request for Proposal Security Services

11. Please complete the following table regarding your rates.

	2022-2023			2023-2024			2024-2025		
	Hourly	Overtime	Double Time	Hourly	Overtime	Double Time	Hourly	Overtime	Double Time
Security (Daily)									
Security (Events)									

12. Is there a minimum number of hours charged per officer? If so, please list

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

14. What weapons are your officers allowed to carry?

15. How many hours of training are required for new employees? _____
Detail the types of training new and experienced employees receive, how often is this training conducted, and by whom? Provide additional sheet if necessary.

16. Please describe your company's general attitude as it relates to working with school personnel and with teenage students?

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

**Request for Proposal
Security Services**

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

**Request for Proposal
Security Services**

Bid Checklist

_____ I have initialed the fingerprint certification, on page 7

_____ I have completed the Statement of Compliance, on page 11

_____ I have notarized the Noncollusion Affidavit, on page 12

_____ I have completed the entire Bid Form and attached any necessary documentation required, on pages 13-15

_____ I have completed and signed page 16 of the request for proposal