



Addendum 3

October 10, 2025

RFP 08_25_26 – SCCOE Security Services

This Addendum forms a part of the RFP documents for the above project and modifies the original project specifications as noted below. Kindly acknowledge receipt of this Addendum in your response. Failure to do so may subject your response to disqualification.

Part 1. Response To Proposal Questions Submitted by October 08, 2025.

1. Why is the County going back out to bid after intending to award American Global for RFP 01_25_26 a few months ago?

1A. The award for RFP 01_25_26 – Security Services was officially withdrawn on August 22, 2025. This decision was made due to the incorrect insurance language included in the RFP packet that did not align with our current insurance requirements, and per advise of legal counsel, it was in the best interest of the SCCOE to publish a new RFP for Security Services.

2. It is understood that multiple copies of the proposal must be delivered to 1290 Ridder Park Drive in San Jose by Oct. 17th. However, it is unclear how many hard copies are required. Page 15 reads that “three (3) sealed hard copies of their proposal” must be delivered but on Page 22, it reads that “The SCCOE is requesting four (4) copies.” Please confirm.

2A. Only three (3) copies are required.

3. On page 15, under Proposal Submission Requirements, it reads that all bidders must submit three (3) “sealed” hard copies of their proposal and that the proposals must be delivered in sealed envelopes. Is the County requiring that “EACH” hard copied proposal be in their own separate envelope or can bidders provide their bound proposal copies in one (1) sealed envelope?

3A. One sealed envelope with three (3) proposal copies is acceptable.

4. Please clarify the Contract Term. On Page 13, it states that the contract shall be from January 1, 2026, through June 30, 2026. Is that a typo and should it read “through December 31, 2026”?

4A. The current contract with the incumbent contractor has been extended through December 31, 2025, to ensure continuity of services following the expiration of the RFP on June 30, 2025. The newly awarded contract will commence on January 1, 2026, and remain in effect through the fiscal year ending June 30, 2026, with four optional one-year extensions in accordance with the terms of the RFP.

5. Is the TB Test required for all posts, even for the Patrol (Assignment 2)?

5A. TB clearance is required on Assignment #1 and Assignment #3 only. Assignment #2 is after-hours with no permanent contact with staff/students or access inside buildings in scope.

6. Are the County’s Mandated Reporting Training and Harassment Prevention Trainings billable?

6A. This training is not billable. These are pre-requisites needed to start Assignment #1 and Assignment #3. These online training courses are approximately .75 – 1.0 hours each.

7. It was mentioned during the Pre-Bid Meeting that the County wants bidders to provide a nightly and weekly cost for each patrol site (Assignment 2). The provided table in the RFP only asks for an Hourly Rate for each assignment. How and where are bidders expected to provide a nightly and weekly cost for each patrol site (Assignment 2)? Or is the hourly rate acceptable for that assignment?

7A. While the hourly rate is acceptable, please keep in mind that the patrols in Assignment #2 are either 10-minutes or 15-minutes (Ridder Park patrol). Rates should reflect cost per patrol at the 10 or 15-minute time intervals.

8. Does Exhibit E need to be completed and submitted as part of the proposal, or is it simply an example of what the contract will look like?

8A. The PSA (Attachment E) only needs to be filled in by the vendor to which the contract is awarded. The PSA just shows the terms and conditions of the SCCOE, for reference.

9. The instructions mention submitting three hard copies of the proposal. Should I also include three copies of each attachment, or should those be included only once—either within the main proposal or in a separate folder.

9A. One (1) copy of the signed attachments is acceptable. The PSA is not required. It just shows the terms and conditions of the SCCOE, for reference.

10. This RFP was announced on May 7, 2025. What was the reason SCCOE decided to re-issue it? Were there any challenges with the current service provider?

10A. The award for RFP 01_25_26 – Security Services was officially withdrawn on August 22, 2025. This decision was made due to the incorrect insurance language included in the RFP packet that did not align with our current insurance requirements, and per advice of legal counsel, it was in the best interest of the SCCOE to publish a new RFP for Security Services.

11. Who is the current incumbent contractor?

11A. Orion Security.

12. Regarding Assignment 2 (Patrol): other than Ridder Park, the other facilities require one 10-minute patrol three days a week. Does this mean that services for those facilities are only needed three days a week, or can the security company provide services seven days a week but schedule patrols for those sites three times per week?

12A. Security patrols are needed at these designated sites only three days per week on a randomized schedule to be completed between the hours of 11:00pm – 5:00am. These three patrols at these designated sites can occur Sunday – Saturday on a randomized schedule each week so as to eliminate routines that can be observed by actors with ill intentions.

13. For Assignment 2 (Patrol) at Ridder Park: one 15-minute patrol is required seven days a week between 11:00 p.m. and 5:00 a.m. How should SCCOE be billed for this 15-minute patrol if the other facilities do not require patrols on those nights and only a single 15-minute service is provided?

13A. Typically, invoices can be submitted weekly or monthly for Assignment #2 patrols. These invoices will have all patrols itemized. Seven SCCOE designated sites will be patrolled three times a week with 10-minute patrols. One site (Ridder Park) will be patrolled seven days of the week for 15 minutes (due to the larger size of the facility). All patrols in Assignment #2 will be conducted between the hours of 11:00pm – 5:00am. These are the hours that staff are typically not on site, and the sites are empty.

14. Regarding the proposal response requirements, there appear to be two different sets of instructions in the RFP. Should we follow Section 6 – Proposal Response Requirements (pages 13–14) for the order of contents of the proposal, or the requirements listed on pages 15–17 of RFP?

14A. Requirements from both sections must be completed.

15. We note that Section 7. Insurance Requirements requires “*limits not less than*” limits of insurance. Our company maintains insurance limits that are commensurate with our size and scope of operations and can provide the amounts stated, however, while the “*limits not less than*” language may appear facially fair, in effect, it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, SCCOE would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. This requirement also effectively prevents our company from accessing any of our insurance to satisfy other claims from time to time. Is SCCOE willing to revise this section to set forth set for fixed insurance limits? If necessary, our company is willing to increase the fixed amounts.

15A. We are unable to change the insurance language.

16. Regarding Section 7.2.b.1. Additional Insured, our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Additionally, the blanket additional insured endorsements to all of our policies automatically cover any party we are required by written contract to cover as an additional insured, to the extent set forth in such contract, without the necessity of expressly naming such party. Similarly, certificates of insurance will confirm that the client “is included as an additional insured where required by written contract”. Is SCCOE willing to revise as follows?

- Include as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees to the extent of Contractor’s indemnification obligations and up to the required insurance coverage amount contained herein.

16A. We are unable to change the language in this section. However, a Blanket Additional Insured Endorsement is sufficient to satisfy this section.

17. Our company’s Professional Liability insurance is included in our General Liability Insurance but can meet the stated requirements. Will SCCOE accept this rather than a standalone Professional Liability policy?

17A. A stand-alone policy is not necessary for the Professional Liability. We will accept the Professional Liability included with the General Liability.

18. We note in section 13. SCCOE may terminate the Agreement at any time for any reason upon written notice. Will SCCOE grant the reciprocal right to terminate the agreement upon 90 days written notice provided by the Contractor?

18A. We are unable to change the termination language.

19. Regarding Section 9. INDEMNIFICATION, our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. We also note that in the table of contents of the Agreement, it states that the bidder shall state any provisions it cannot agree to in exceptions. In an effort to address this matter prior to submitting an exception in the proposal, is SCCOE willing to revise the indemnification provision to limit coverage of indemnified claims to the proportionate extent of the Contractor's negligence?

- CONTRACTOR shall hold harmless, indemnify and defend SCCOE, its Board, officials, agents, and employees, interns, volunteers and representatives harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement to the extent caused by as a result of any act of negligence or negligent omission, recklessness, or intentionally wrong conduct of the CONTRACTOR or its sub-contractors. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorney's fee, and judgments which may issue thereon. The CONTRACTOR's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the CONTRACTOR's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the CONTRACTORS, its agents, employees, interns, volunteers, subcontractors, servants or representatives.

19A. We are unable to change the Indemnification language.

20. Will SCCOE permit the Contractor to increase bill rates to the extent necessary to allow the Contractor to recoup increases in unforeseen costs that are outside of the Contractor's control such as: increases in Federal, Authority or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs? If so, please describe the process by which the Contractor will be able to submit a request for a bill rate adjustment.

20A. The contractor must adhere to the rates in their awarded proposal through the contract term date of June 30, 2026.