

REQUEST FOR PROPOSAL

RFP 08_25_26

SCCOE SECURITY SERVICES FOR THE SANTA CLARA COUNTY OFFICE OF EDUCATION

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	Josephine Dy-Liacco	
	Purchasing Supervisor	

SCHEDULE OF EVENTS

RFP 08_25_26

SCCOE SECURITY SERVICES FOR THE SANTA CLARA COUNTY OFFICE OF EDUCATION

RFP Ad Dates	Friday, September 19 th , 2025
	Friday, September 26 th , 2025
RFP Publish Date	Friday, September 19 th , 2025
Preproposal Zoom Meeting	Wednesday, October 1 st , 2025
Last Day to Submit Questions	Wednesday, October 8 th , 2025
Addendum	Friday, October 10 th , 2025
RFP Due Date	Friday, October 17 th , 2025
RFP Evaluation (Internal)	Wednesday, October 22 nd , 2025
RFP Vendor Interview (Top 3)	Wednesday, October 29 th , 2025
RFP Notice of Award	Wednesday, November 5 th , 2025
Contract Start Date	Thursday, January 1st, 2025

SANTA CLARA COUNTY OFFICE OF EDUCATION 1290 RIDDER PARK DRIVE, SAN JOSE CA 95131

NOTICE TO BIDDERS – REQUEST FOR PROPOSALS RFP 08_25_26 – SCCOE SECURITY SERVICES

The Santa Clara County Office of Education (SCCOE) hereby invites qualified vendors to submit a Request for Proposals (RFPs) to be received by the Purchasing Services Department at:

1290 Ridder Park Drive San Jose, California 95131-2304

Deadline for Submission: Friday, October 17th, 2025

Pre-Proposal Meeting

There will be a pre-proposal Zoom conference on Wednesday, October 1st, 2025, at 1:00 pm hosted by the SCCOE for the purpose of discussing the scope of work. The Zoom Meeting ID and password will be sent via email by Tuesday, September 30th, 2025. It is strongly recommended that all interested parties attend this meeting. Please RSVP by Monday, May 12th, 2025, by email with Jose Vera at JVera@sccoe.org and Josephine Dy-Liacco at JDy-Liacco@sccoe.org.

Please note that there will be **no formal public opening** of the proposals. All submissions will be evaluated based on **pricing, compliance with specifications, and other relevant criteria**, and may result in **single or multiple awards**.

Proposals that are **incomplete or noncompliant** with the requirements outlined in the RFP package are subject to rejection. All bidders are responsible for reviewing and adhering to the full instructions provided in the proposal documentation.

It is the sole responsibility of each bidder to ensure that proposals are **delivered to the address above** by the specified deadline. **Proposals submitted via email or facsimile (FAX) will not be accepted.** SCCOE is not liable for delays in delivery by the U.S. Postal Service or any other carrier.

The Santa Clara County Office of Education (SCCOE) reserves the right to accept or reject all proposals, and to waive any irregularities or informalities in the RFP or the proposal process. No proposal, in whole or in part, may be withdrawn for a period of sixty (60) calendar days following the RFP submission deadline.

Contact Information:

Technical Questions General Questions

Michael Valles Jose Vera Josephine Dy-Liacco

Emergency Preparedness Senior Buyer Supervisor - Purchasing Services

School Safety & Security Administrator 408-453-6657 408-453-6854

Assistant Director <u>jvera@sccoe.org</u> <u>jdy-liacco@sccoe.org</u>

408-453-6925 mvallez@sccoe.org

All inquiries regarding this RFP must be submitted in writing, no later than 3:00PM on Wednesday, October 8th, 2025, to Jose Vera at jvera@sccoe.org and Josephine Dy-Liacco at jdy-liacco@sccoe.org. Responses to questions will be shared with all known prospective respondents to ensure equal access to information via an addendum to be published on Friday, October 10th, 2025, http://www.sccoe.org/depts/bizserv/purchasing/Pages/Proposals-Posting-System.aspx. It is the responsibility of all prospective respondents to monitor the website regularly for any amendments or addenda.

The Santa Clara County Office of Education (SCCOE) reserves the right to amend the RFP as necessary.

County Superintendent of Schools Santa Clara County Office of Education

By: Josephine Dy-Liacco Supervisor, Purchasing Services

1st Advertisement: Friday, September 19th, 2025 2nd Advertisement: Friday, September 26th, 2025

SECTION 1 SCOPE OF WORK

The Santa Clara County Office of Education (SCCOE) is seeking proposals from qualified Security Services to provide security and patrol services for the following assignments:

Assignment 1

Lobby Guard at Ridder Park

(Swing Shift Assignment 5:00pm – 9:00pm Monday through Friday excluding weekends and holidays). May be subject to change as needed.

SCCOE Ridder Park Campus
 1290 Ridder Park Drive, San Jose, CA 95131

Assignment 2

Patrol

SCCOE Ridder Park Campus and county school properties as listed (current site patrol list may be subject to change as needed):

- Ridder Park 1290 Ridder Park Drive, San Jose CA 95131
- Anne Darling School 1550 Marburg Way, San Jose CA 95133
- Gateway School 7151 Hanna Street, Gilroy CA 95020
- Hester School 1460 The Alameda, San Jose CA 95126
- McCollam Center 550 Gridley Street, San Jose CA 95137
- San Antonio Head Start 1803 Stowe Avenue San Jose, CA 95116
- Seven Trees Educational Center- 300 El Cajon Drive, San Jose CA 95111
- Sunol School 258 Sunol Street, San Jose CA 95126

Assignment 3

Outdoor Environmental School - Night Duty (Graveyard Assignment)

SCCOE Outdoor Environmental School

Walden West – Saratoga - 15555 Sandborn Road, Saratoga CA 95070

Assignment 4

Special Events

Security Guard support for special events held at both Ridder Park campus and/or offsite SCCOE properties

As needed

SECTION 2 GENERAL ASSIGNMENT REQUIREMENTS AND PURPOSES

The Security Service will provide an assigned, permanent security guard for established assignments who have completed the required pre-SCCOE employment processes <u>prior</u> to the start of their first shift:

a. Successfully completed a "fit interview" with the assigned SCCOE representative to

- ensure potential security guard is aligned with the Vision, Mission, Goals, and Values of the SCCOE.
- b. Possession of current and valid California Guard Card on file with State.
- c. Completion of *Mandated Reporter Training* that will be administered and completed online (administered by SCCOE).
- d. Completion of *Harassment Prevention Training* that will be administered and completed online (administered by SCCOE).
- e. Written and signed proof of Tuberculosis Test/Screening clearance from within the last 60 days (paid by Security Service Company).
- f. Successfully clear LiveScan DOJ/FBI Background Check (paid for and administered by the SCCOE).

The Security Service will provide a professionally uniformed, fully trained security guard. The expectation is that the security guard will represent the SCCOE brand, be customer service- oriented, and possess effective two-way communication skills (both verbal/written).

The Security Service will provide vetted substitute security guards should the guard-on-duty call in sick or is unable to work.

The Security Service shall utilize technology in the form of Checkpoint Tags to be scanned by the onduty guard to verify security guard patrols within and outside the building/s. These tags will be predetermined areas that the SCCOE identifies.

Daily Activity Reports (DAR's), preferably with photos attached*, to be emailed daily to key, identified SCCOE stakeholders without exception. SCCOE to provide the Security Service with key stakeholder list for emailing purposes.

** Photos are taken by the officers daily while conducting their evening patrols.

Possession of current and valid California Guard Card on file with the State.

Monthly invoices shall be detailed and include any additional Security Services provided (such as Security Guards attendance hours and for what purpose).

The Security Service is entitled to ten (10) minutes of rest period for each four (4) hours of work in a day and is entitled to receive a thirty (30) minute unpaid lunch or break for more than five (5) hours in a day.

Breaks and lunches are handled with internal staff monitoring the area. For example, when the security officer takes lunch at Ridder Park, a sign is to be posted, and the officer informs a member of staff that he will be out for the duration of the break and/or lunch. The officer has the option of staying at the Front Desk during his break and/or lunch but is free to leave the area as well.

The Security Service supplying any guard service at the SCCOE will be responsible and verify in writing that the Guard meets the following minimum qualifications:

a. Physical: That the person is capable of performing moderate physical exertion and is free of any conditions which might prevent performance of satisfactory guard service.

- b. All security personnel shall hold a valid California issued Guard Card.
- c. Character: Reference material covering the employment record period, on the basis of which it can be established that the person is honest, mentally alert, emotionally stable, cooperative and dependable.
- d. Reporting Ability: Evidence, such as a log sheet or report of an unusual event, that the person can make legible and adequate log entries or notes in English. Assurance that the person communicates orally in writing effectively in English.

SECTION 3 ASSIGNMENT-SPECIFIC REQUIREMENTS AND PURPOSES

Assignment 1

Lobby Guard at Ridder Park

(Swing Shift Assignment 5:00pm - 9:00pm Monday through Friday excluding weekends and holidays).

- a. Swing shift is defined as 5:00pm 9:00pm Monday through Friday excluding SCCOE observed holidays.
- b. The Security Service will be stationed at the Lobby Front Desk at the main entrance, making themselves highly visible to all staff and visitors.
- c. The Security Service will be issued a SCCOE building access card that will allow for exterior and interior door access while on duty.
- d. External and internal patrols will be required:
 - External: All parking lot areas, warehouse ramps, parking garage
 - Internal: 1st floor of both North and South Buildings to ensure that doors are locked and secure and that there are no unauthorized people left in the building after normal business hours.
- e. The Guard will be available for after-hours escorts to the parking lot(s) for staff and visitors as requested.
- f. The Security Service will be provided with an onsite Security Reference Binder (which will remain onsite) detailing the following: current maps of the Ridder Park complex showing strategic areas for security and high inventory value or risk, SCCOE personnel contact information to be used in case of emergency or unforeseen event, and roles/responsibilities of the security guard while on duty at the SCCOE.
- g. If there are any security incidents of note, the Security Service shall contact SCCOE personnel as listed in the Security Reference Binder located at the Front Desk. The call is to include description of the problem, backed up with an electronically written activity report describing the incident.

Assignment 2

Patrol

SCCOE Ridder Park Campus and county school properties as listed (current site patrol list may be subject to change as needed):

- a. Patrol shift is defined as after-hours patrols at pre-identified SCCOE school sites to be conducted between 11:00pm 5:00am.
 - Pre-determined SCCOE school sites will be patrolled three (3) times a week on a
 staggered schedule to eliminate or minimize identifiable patterns when guards are
 patrolling.
 - <u>Note</u>: Ridder Park Main Campus will be patrolled seven (7) days a week with 15-minute patrols

- Security Service will be provided with appropriate school site keys for parking lot gates and school gates (as needed).
- Guard will patrol and scan Checkpoint Tags that are predetermined by both the SCCOE and the Security Service. This will maximize the patrol and ensure the guard is patrolling and observing key areas of campus.
- Patrols will be 10 minutes or 15 minutes in duration (per site) depending on the size of the campus.
- A daily activity report (DAR) will be emailed at the conclusion of each patrol for each site to key staff members of the SCCOE providing documentation of patrols, any observations, and/or incidents identified by guard, and photos of areas identified by the Checkpoint Tag system.

Assignment 3

Outdoor Environmental School - Night Duty (Graveyard Assignment)

SCCOE Outdoor Environmental School

The Security Service will be supporting Walden West Outdoor Environment School by being a support for the onsite staff.

Onsite staff will direct the guard where to be and roles and responsibilities that will provide the support needed.

SECTION 4 SECURITY SERVICES DUTY AND ROUTINE

Assignment 1

Lobby Guard at Ridder Park

(Swing Shift Assignment 5:00pm – 9:00pm Monday through Friday excluding weekends and holidays).

- 1. The Security Service will be responsible for assigning an SCCOE-approved security guard for the designated assigned shifts of:
 - a. Mondays to Fridays: 5:00pm to 9:00pm (excluding SCCOE observed holidays)
 - Saturdays: N/ASundays: N/AHolidays: N/A
 - Additionally, two (2) Wednesday shifts per month will be extended shifts due to the Santa Clara County Board of Education Meetings.
 - Shifts will be beginning a half-hour early with a start time of 4:30pm on these pre-identified board meeting nights.
 - The Guard will be expected to stay on duty until the end of the meeting (end of meeting varies from meeting to meeting).
- 2. Duties to include (but not limited to):
 - a. Check all exterior doors to ensure they are closed and secured at both beginning and end of assigned shift using handheld technology and Checkpoint Tag Scanning for route verification (the actual time of building walkthrough and parking lot patrol will vary daily).
 - b. Remain stationed at the Front Desk area to be present to allow access into the

- building after 5:00pm only to authorized people. This is achieved by activating interior motion sensors to allow guests and visitors into the building
- c. Provide customer service to identify which room the guest or visitor is trying to arrive at and to provide directions of where the destination room is located.
- d. Assist staff members in the following:
 - Respond to emergency events including, but not limited to:
 - Unauthorized person(s) in the building
 - Medical emergency
 - o Building maintenance issues
- e. Provide escorts for staff members and/or guests & visitors to the parking lot/car upon request.
- f. The Security Service shall be co-responsible with the SCCOE for the items and instructions in the Security Guard Reference Binder located at the Front Lobby desk to ensure both routine and emergency situations are addressed in a timely and safe manner.
- g. All hardware, software and related equipment shall be included in the proposal.
 - Handheld technology (for scanning checkpoints) and assigned equipment such as flashlights (no batons, chemical weapons or incapacitating weapons).

Assignment 2

Patrol

SCCOE Ridder Park Campus and county school properties as listed (current site patrol list may be subject to change as needed):

- 1. The Security Service will be responsible for assigning an SCCOE-approved security guard for the designated, assigned patrols of:
 - a. **Ridder Park:** One (1) fifteen-minute patrol 7 days a week between the hours of 11:00pm and 5:00am
 - b. **Seven Trees Educational Center**: One (1) ten-minute patrol 3 days a week between the hours of 11:00pm and 5:00am
 - c. **McCollam Center**: One (1) ten-minute patrol 3 days a week between the hours of 11:00pm and 5:00am
 - d. **Anne Darling School:** One (1) ten -minute patrol 3 days a week between the hours of 11:00pm and 5:00am
 - e. Hester School:
 - One (1) ten -minute patrol 3 days a week between the hours of 11:00pm and 5:00am
 - Saturdays: 6:00am unlock assigned gates onsite with an SCCOE-provided key
 - Saturdays: 8:00pm lock assigned gates onsite with an SCCOE-provided key
 - f. **Sunol School**: One (1) ten-minute patrol 3 days a week between the hours of 11:00pm and 5:00am
 - g. **Gateway School (Gilroy)**: One (1) ten -minute patrol 3 days a week between the hours of 11:00pm and 5:00am
 - h. San Antonio Head Start: One (1) ten -minute patrol 3 days a week between

the hours of 11:00pm and 5:00am

- * The Security Service will ensure that the actual site patrol will vary regarding times from night to night for each assigned patrol listed above (except for Hester School weekend support).
- 2. Duties to include (but not limited to):
 - a. Check all exterior doors and windows to ensure they are closed and secure.
 - b. Ensure that building is secure, that there are no unauthorized persons on property, appropriate gates are locked and secured, lights are functioning to standard, and building free from evidence of trespassing, vandalism, or burglary.
 - c. Use handheld technology and Checkpoint Tag Scanning for route verification as pre- determined by SCCOE and Security Services representatives
 - This will assist in helping to track the actual time of premises walk through by officer and parking lot patrols.
 - d. Report all unusual activity, evidence of a burglary or trespassing, or other site vulnerability to appropriate SCCOE staff members via phone calls and/or daily activity reports.
- 3. All hardware, software, and related equipment shall be included in the proposal.

Assignment 3

Outdoor Environmental School - Night Duty (Graveyard Assignment)

SCCOE Outdoor Environmental School 15555 Sanborn Rd. Saratoga, CA 95070

- 1. The Security Service will be responsible for assigning an SCCOE-approved security guard for the designated, assigned shifts of:
 - a. Walden West Saratoga
 Sunday through Thursday: 11:00pm to 7:00am
 (excluding SCCOE observed holidays)
- 2. The Security Service will carry out and be responsible for the security duties at the Saratoga site.
- 3. The main purpose of the guard is to be part of the "Rule of 3" and be the 2nd awake person on site at the residential outdoor school.
- 4. Guards in full uniform between the scheduled hours. Guards will maintain a high standard of appearance and guard cards will be always carried.
- 5. Supervisor visits will be scheduled, they will wear a uniform, park in designated spots in the main parking lot and a written note will be made to the onsite SCCOE Director describing observations of how the visit went.
- 6. Guards will do walk through the campus, paying special attention to suspicious activity
- 7. Guards will direct all questions or inquiries of visitors to the main office or the outdoor school office (The Hub).
- 8. Guards will complete a written report detailing any interactions that they participated in with teachers or students.
- 9. Guards will escort employees to and from their vehicles upon request.
- 10. Guards will be part of the "Rule of 3" and work with the overnight supervisor upon

- request to escort students around campus.
- 11. Guards will monitor vehicle traffic around the main entrance to the property and any vehicle found illegally parked will be addressed. Any vehicle that refuses to leave the property will require the guard to contact Law Enforcement for support.
- 12. When patrolling, guards will report unauthorized personnel to the local Law Enforcement authorities and endeavor to prevent theft and vandalism.
- 13. Guards will work with the local Law Enforcement to provide a safe and secure environment around the property.
- 14. Guards will not apprehend, detain, or physically touch any potential threat or suspected person.
- 15. Guards will do a walk around campus every 2 hours to make sure the area is safe and secure.
- 16. Nightly, guards will receive a radio provided by the SCCOE and work with the onsite SCCOE Overnight Specialist to make sure that they get two 20-minute breaks, and a 30-minute duty-free lunch occurs.
- 17. If there is an instance when a student comes to the camp office after-hours, the security guard or the overnight specialist will be called on the radio to be the 3rd person in the "Rule of 3."

Rule of 3 Definition:

- 1-on-1 interactions between program staff, volunteers and children/teen are not allowed.
- No volunteer or staff member should ever be alone with a student where others cannot see.
- The allowable ratio is as follows:

2 children/teen: 1 staff2 staff: 1 child/teen

Assignment 4 – Special Events (As Needed)

- SCCOE will reserve the right to create new process in which selected Security Service will be trained and entrusted to respond to SCCOE-owned sites in the event of an overnight burglar alarm call.
 - a. The Security Service will be instructed and trained on how to respond to overnight burglar alarm calls at SCCOE-owned sites including, but not limited to; classrooms, administration offices, environmental schools, and other properties owned by SCCOE as needed.
 - b. Instruction and training provided to the Security Service to include appropriate preliminary site assessment strategies, appropriate measures responding security guards will take upon arriving for an activated burglar alarm, who to contact regarding the specifics of the alarm response, and how to proceed in each individual incident or situation.
 - c. This Overnight Alarm Response process will be billed separately, as needed (separate from monthly assignment invoices).
- 2. Additional requests for a stationary security guard for organized special events such as SCCOE Board meetings, after-hours or weekend conferences, workshops or meetings to be determined based on need.
 - a. This required, additional security coverage shall be submitted to the Security Service in advance.
 - b. Advance notice for a request by the SCCOE will be provided to the Security Service

no less than 48-72 hours before the day of the event.

SECTION 5 SECURITY SERVICE RESPONSIBILITIES

To provide suitably qualified persons for site assignments or patrol/security assignment duty at the SCCOE in accordance with the other sections of this bid is paramount.

To secure from each person selected for patrol/security assignment service, while so serving at the SCCOE that he/she will accept no other employment which would impair his/her full performance of his/her duties at the SCCOE. If such a person is permitted by the Security Service to accept another employment, the Security Service will report the circumstances in writing to the SCCOE.

The Security Service will not transfer or assign to other duties any person accepted for Patrol/Security service without the written approval of the SCCOE.

To provide schedules for the SCCOE by which it will be known which person will be on duty at all designated times; to exert all reasonable efforts to ensure that such people are on duty at such times; to reschedule other guards to cover an absence of any scheduled guard, respectively.

To remove promptly any subcontract employee from the site and service under this contract on receipt of notice, to be confirmed in writing, by the SCCOE that said employee has been judged unsatisfactory because he/she is deemed to lack the required qualifications, or has committed an act of bad faith, gross negligence or misbehavior, or has willfully failed to comply with the SCCOE's instructions. In the event of such a removal, the Security Service will be compensated to the extent provided for by his established personnel policy for such instances, and in accordance with the appropriate hourly rate set for in the contract.

The Security Service will be responsible for compliance with all other provisions of this contract. Execution of this contract by the Security Service will be deemed as their certification that they have carefully examined all provisions and appendices, found no conflict between and among them, and certifies their ability and intent to comply with them.

WEAPONS AND UNIFORMS

It is the SCCOE's policy that its personnel and that of its Security Services shall not at any time bring, wear, use or threaten to use firearms or any other weapons on the Santa Clara County Offices of Education's property. Compliance is required from all the Security Service's personnel whenever they are on the SCCOE's site. Failure to comply with this requirement will be cause for removal from duty or function at the SCCOE.

The Security Service will be responsible for assuring that their personnel present a clean and neat appearance when on duty at the SCCOE. Security Service agrees to furnish each guard the following:

- Nametag and appropriate company badges and/or designations on uniform
- Rainwear, boots, flashlights and any other clothing apparel which may be required to perform guard services.
- Standard uniform with company logo.

- Security Service shall replace any worn uniform with a new properly fitting uniform.

CONTRACT TERM

The term of this contract shall be from January 1, 2026, through June 30, 2026. The contract may be extended annually up to five years at the discretion of the SCCOE.

DESCRIPTION OF SECURITY SERVICE ORGANIZATION'S QUALIFICATIONS

Experience and Expertise: Previous experience of the firm in general as well as that of the individual(s) assigned to work with SCCOE. Preference shall be given to those firms who are able to demonstrate a level of competence in successfully executing similar services to public school districts or other public agencies. Information gained from reference checks shall also be considered.

References: Three (3) California Public School District or County Office References whose facilities are comparable in size, profile and security service hours to those of the SCCOE. Include the name, address, contact person and contact number and email address and number of years that service was provided.

Responsiveness: Overall responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

SECTION 6 PROPOSAL RESPONSE REQUIREMENTS

Proposal responses must contain these parts in this order:

- 1. A detailed budget, including hourly fees for service. This would include overtime policies, holiday policies and rates. Propose invoicing frequency and procedures and applicable discounts. All invoices will clearly identify applicable job site and purchase order to associate Security Service's actual costs with the SCCOE's job site/s.
- 2. A proposed timeline/work schedule for providing these services that includes intermediary steps, estimated number of hours, and periodic reports detailing hours devoted to the function.
- 3. Describe how recruitment and selection of security officers are accomplished. All personnel and supervision provided under this RFP must be thoroughly trained, experienced and qualified to perform the work to which they are assigned. Bidder shall have a documented employment process which shall include application, interview, and drug testing and background check phases. A written description of the Bidder's employment process and qualifications is to be included in the response.
- 4. A history or "track record," of similar services provided to clients, with client references as described in Description of Security Service Organization's Qualifications section above.
- 5. Additional required forms and assurance (Attachments A to E).
- 6. Signature of legal owner or authorized official of the firm.
- 7. Any other relevant information.
- 8. Use the following table for sumbmittal:

ASSIGNMENT	DESCRIPTION	HOURLY RATE	NOTE
#1	SCCOE Ridder Park Main Office		
#2	SCCOE Field site/school security patrol service at county school properties		
#3	SCCOE Outdoor Environmental Schools		
#4	Special Events		

9. <u>Addenda Acknowledgement.</u> Receipt and acceptance of the following addenda is hereby acknowledged:

No, Dated	No, Dated
No, Dated	No, Dated
No, Dated	No, Dated

SECTION 7 EVALUATION AND AWARD PROCESS

Evaluation and Award Criteria

Selection of a proposal will be based on the following criteria to equal 100 points:

30%	Pricing and hourly rates for all services as outlined in scope of work and RFP
30%	Comprehensive training and procedures for executing the security services outlined in the scope of work including: Protocols for daily reporting Communication protocols Handheld technology usage Checkpoint tag scanning or similar to verify officer accountability during patrols Details on security officer training requirements including stationary officers and site patrol officers
20%	References of services involving youth including K-12 education settings such as school districts, county offices of education, or charter schools, or other services with family and youth involvement.

20%	Staffing procedures to ensure that the security company maintains full and appropriate
	coverage for assigned positions as outlined in scope of work including all necessary
	clearance requirements as directed by the Santa Clara County Office of Education.

RFPs will be evaluated based on price, compliance with the specifications, adherence to the evaluation criteria, and proposed completion date. The Santa Clara County Office of Education (SCCOE) reserves the right to award the contract by section, by line item, or in total, whichever is deemed to be in the best interest of the SCCOE.

A written purchase order mailed or otherwise provided to the successful bidder within the specified time for acceptance will constitute a binding contract without the need for further action by either party. This contract shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

Award of Contract

- 1. RFPs will be evaluated based on price, compliance with specifications, adherence to evaluation criteria, and proposed completion date.
- 2. The Santa Clara County Office of Education (SCCOE) reserves the right to award this contract by section, line item, or in total, whichever is deemed to be in the best interest of the SCCOE.
- 3. A written purchase order mailed or otherwise provided to the successful bidder within the specified time for acceptance shall constitute a binding contract without further action by either party. The contract shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

SECTION 8 PROPOSAL CONTENT REQUIREMENTS

Proposal Submission Requirements

The County Office of Education requests that all bidders submit **three (3)** sealed hard copies of their proposal. Proposals must be delivered in **sealed envelopes**, clearly marked with the following information:

- Bidder's Name
- Bidder's Address
- **Project Name** for which the proposal is being submitted

Submittals must be labeled with the RFP name and addressed to:

Josephine Dy-Liacco Supervisor, Purchasing Services 1290 Ridder Park Drive, San Jose, CA 95131 408.453.6854

Proposals shall include the following components:

1. Proposal Summary

Provide an executive summary that highlights the key features and distinguishing points of the proposal, tailored specifically to the scope of services requested in this RFP.

The summary must include:

a. A brief introduction to the Contractor and its leadership team

- b. A description demonstrating the Contractor's understanding of the district's needs and project goals.
- c. An outline of how the Contractor intends to develop and implement a comprehensive program to meet these needs and achieve the project goals.
- d. A summary of the proposal's key points and their alignment with the project's objectives
- e. A brief description of any unique characteristics that distinguish the Contractor from others, including relevant experience with similar projects or requirements of this RFP; and
- f. A description of the roles and qualifications of the personnel assigned to provide services for the project, including those of any subcontractors, if applicable.

Qualifications

All bidders may be required to provide evidence of their technical ability, relevant experience, and financial responsibility. The Santa Clara County Office of Education (SCCOE) will not accept proposals from, nor award contracts to, any party or firm that is currently in arrears to the SCCOE or that has been determined to be in default as a surety, contractor, or in any other capacity within the past twelve (12) months.

All consultants must provide evidence of the following qualifications:

- **Technical expertise** relevant to the scope of services.
- **Professional experience** working with infants, toddlers, and preschool-aged children from low-income, multi-ethnic backgrounds.
- Financial responsibility and business integrity.
- **Possession of all required professional licenses and/or certifications**, as mandated by applicable regulations.

All credentials must be current and verifiable at the time of proposal submission.

Background Clearance and Conduct Requirements

All consultants working directly with children and adults in classroom settings must:

- Sign the Santa Clara County Office of Education (SCCOE) Standard of Conduct form
- Submit **fingerprint clearance** for background checks
- Provide current TB clearance documentation
- Adhere to all confidentiality and program policies as required by SCCOE

Proposer Experience and References

Proposers shall provide a narrative describing their experience with school district organization studies like the scope outlined in this RFP. This narrative should include detailed background information on the project manager and key members of the implementation team who will be involved in delivering the services.

Additionally, proposers must provide references for at least three (3) clients for whom they have provided services comparable to those described in this RFP. Each reference should include the following information:

- a. The name of the client organization.
- b. The name, address, and telephone number of the client's contact person responsible for overseeing the Contractor's services.
- c. A description of the type and scope of services provided to the client; and

d. The date(s) during which the Contractor provided these services.

Scope of Services and Functionality

Project Timeline

Proposers shall include a detailed timeline outlining the major milestones from the award of the contract through to post-implementation follow-up. This timeline should clearly identify key phases and deliverables, including but not limited to:

- a. Contract award and project initiation
- b. Planning and preparation activities
- c. Major implementation steps or service delivery phases
- d. Periodic progress reviews or checkpoints
- e. Completion of primary services or deliverables
- f. Post-implementation evaluation and follow-up activities

The timeline should provide estimated dates or durations for each milestone to demonstrate the proposer's ability to meet project deadlines and ensure a smooth transition through all phases of the project.

Cost Proposal

Proposers shall provide a detailed, itemized description of the costs associated with each task outlined in the Scope of Work. This should include all fees, rates, and any other charges necessary to complete the project as described. The cost proposal must be comprehensive and transparent, enabling clear understanding of how the total price is derived.

SECTION 8 RFP GENERAL REQUIREMENTS

Time of Delivery

The time of submission is a critical component of this RFP and must be strictly adhered to. Late proposals will not be accepted or considered.

Taxes, Charges, and Extras

The full contract price as stated in the RFP shall include all applicable Sales Tax, Use Tax, and any other taxes identified on the RFP form. No additional taxes, charges, or extras will be paid beyond the contract price unless explicitly agreed upon in writing.

No charges for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, bonds, or any other expenses—except taxes legally payable by the Santa Clara County Office of Education—will be paid unless expressly included and itemized in the RFP response.

The Santa Clara County Office of Education does not pay Federal Excise Taxes. Do not include Federal Excise Taxes in your RFP price; however, please indicate the amount of any such tax on the RFP. The SCCOE will provide an Exemption Certificate in lieu of payment of these taxes.

Alteration or Variation of Terms

It is mutually understood and agreed that **no alteration or variation** of the terms of this proposal or any resulting purchase order shall be valid **unless made in writing and signed** by both parties.

No **oral agreements or understandings** not expressly incorporated into this document shall be binding. Any modifications or amendments must be **confirmed in writing** and executed by the authorized representatives of both parties to be enforceable.

Assignability

The contract **shall not be assignable** by the Consultant, either in whole or in part, without the prior written consent of the other party.

This contract shall be binding upon and shall incur to the benefit of the respective parties, as well as their heirs, executors, administrators, successors, and authorized assignees.

Compliance with Statute

The Consultant hereby warrants and represents that all applicable **Federal** and **State statutes**, **regulations**, and **local ordinances** will be fully complied with in the delivery of the services provided under this agreement.

Warranty

The Vendor warrants to the Santa Clara County Office of Education (SCCOE) and/or its customers that all goods and services provided under this order will conform to the drawings, specifications, samples, descriptions, and delivery schedules furnished by the SCCOE. All goods shall be first-class material and workmanship and free from defects.

The SCCOE reserves the right to cancel the unfilled portion of this order without liability to the Vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at the destination by the SCCOE. The risk of loss or damage shall remain with the Vendor until acceptance by the SCCOE.

Defective goods rejected by the SCCOE may, without prejudice to any other legal remedies, be held at the Vendor's risk and returned at the Vendor's expense. Acceptance of goods or failure to notify the Vendor of defects shall not constitute a waiver of any warranty rights.

The Contractor further warrants that all materials and workmanship shall meet the quality, quantity, and character specified. Any defects due to improper workmanship or materials discovered and reported to the Contractor within one (1) year from the filing of the Notice of Completion shall be remedied by the Contractor at no additional cost to the Owner.

Rights & Remedies for Default

If any item furnished by the Vendor under the contract or purchase order fails to conform to the specifications or the description submitted by the Vendor in its RFP, the Santa Clara County Office of

Education (SCCOE) may reject such item. The Vendor shall promptly reclaim and remove the rejected item at no cost to the SCCOE and immediately replace it with an item that conforms to the required specifications or samples. Should the Vendor fail, neglect, or refuse to do so, the SCCOE shall have the right to purchase a corresponding quantity of such items in the open market and deduct from any payments due or to become due to the Vendor the difference between the contract price and the actual cost incurred by the SCCOE.

In the event the Vendor fails to make timely delivery as specified, the SCCOE shall have the same rights to procure items elsewhere and seek reimbursement, except where delays are caused by fire, strike, freight embargo, Act of God, or governmental action.

- a. The cost of inspecting materials and/or services that do not meet specifications shall be borne by the Vendor.
- b. The rights and remedies reserved to the SCCOE herein are exclusive and in addition to any other rights or remedies provided by law or under the contract.

Price Validity and Payment Terms

Prices, terms, and conditions offered in response to this RFP shall remain valid for ninety (90) days from the date of RFP opening, unless the proposing party agrees in writing to extend this period.

- a. Any cash discount offered to the Santa Clara County Office of Education (SCCOE) must be clearly stated in the RFP.
- b. Cash discounts taken by the SCCOE, unless otherwise specified on the RFP form, shall be calculated on the total invoice amount, which may include materials, labor, taxes, shipping, storage, and other related costs.
- c. Prompt payment discounts with payment terms shorter than thirty (30) calendar days will not be considered in the evaluation of proposals for award. However, if such discounts are offered, the SCCOE will take advantage of them if payment is made within the discount period, even though they were not factored into the proposal evaluation.
- d. For any discounts offered, the discount period will be calculated from the date of complete delivery of supplies or equipment as specified, or from the date correct invoices are received, whichever is later. Payment shall be deemed to occur on the date the warrant or check is mailed for purposes of earning the discount.

Payment

Payments to the vendor will be made only upon successful completion of the services and receipt of a properly itemized invoice. No payment will be made for services or materials that have not been received.

Modifications

Any changes, additions, or alterations to the Proposal Form, including recapitulations of the work bid upon, alternative proposals, or any other modifications not explicitly called for in the contract documents, may result in the rejection of the proposal as **non-responsive**.

No oral or telephonic modifications of any proposal will be considered. A telegraphic modification may be considered only if the postmark evidence that confirmation of the telegram, duly signed by the bidder, was mailed **prior to the proposal opening**.

Erasures

The proposal submitted must be free of any **erasures**, **interlineations**, or other corrections, unless each correction is properly authenticated. To authenticate a correction, the initials of the person signing the proposal must be affixed in the margin immediately opposite the correction.

Interpretation of Plans and Documents

If a bidder has any doubt regarding the true meaning of any part of the drawings, specifications, or other contract documents, or discovers discrepancies or omissions, the bidder may submit a written request for interpretation or correction to the Purchasing Manager. The bidder is responsible for ensuring the prompt delivery of this request.

Any interpretation or correction will be made only by a formal addendum issued in writing. A copy of such an addendum will be mailed or delivered to each recipient of the contract documents. No oral interpretations or clarifications of any provision will be binding on the Santa Clara County Office of Education.

Withdrawal of Proposals

Bidders may withdraw their proposal at any time prior to the scheduled closing time for receipt of proposals. Withdrawals may be made in person, by written request, or by telegraphic request, provided that the telegraphic request is confirmed as specified above.

Evidence of Responsibility

Upon request by the **Santa Clara County Office of Education (SCCOE)**, a bidder whose proposal is under consideration for the award may be required to submit, promptly and to the satisfaction of the SCCOE, evidence demonstrating the bidder's:

- Professional licenses or certificates
- Financial resources
- Experience
- Organizational capacity to perform the contract

Insurance Requirements

Without in anyway limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement, CONTRACTOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements:

1. **General Liability Insurance** with limits not less than \$1,000,000.00 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage.

2. General Liability Insurance Endorsements

a. General Liability Insurance Endorsement or separate coverage for Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse. Such coverage shall provide for defense outside of liability limits and provide liability coverage of \$3 million per sexual abuse injury. Such insurance must include coverage for sexual abuse perpetrated by an intern, psychologist, counselor, employees, officer or director, business invitee, volunteer or representative, and agent.

- b. Each and every General Liability policy and endorsement shall include the following:
 - 1. Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
 - State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
 - 3. If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
- 3. Statutory Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. CONTRACTOR agrees to release, indemnify and hold harmless SCCOE from all claims, fines, and actions, including any award by a Workers Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of CONTRACTOR or its subcontractor for work related injuries arising out of the performance of this Agreement.
- 4. Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim. If the insurance is written on a claims-made form, it shall continue for three years following termination of the Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- 5. **Automobile Liability Insurance** shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per accident.

Verification of Insurance Coverage

The CONTRACTOR shall furnish certificates of insurance to the SCCOE responsible administrator for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with AM Best rating of A-VII or higher for the term of this contract. CONTRACTOR shall provide written notice to the SCCOE Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the SCCOE Risk Management within the (10) calendar days of written request.

SCCOE Rights and Disclaimers

The Santa Clara County Office of Education (SCCOE) reserves the right to:

- Postpone or delay the selection process at its sole convenience.
- Withdraw this Request for Proposals (RFP) at any time without obligation.
- Reject any or all proposals without providing a reason for such rejection.

- Enter into negotiations with any, all, or none of the respondents to this RFP.
- Waive any minor defects or irregularities in a proposal or in the proposal process at its discretion.
- Solicit new proposals for the same or a modified project, which may include components of the original proposed project, if deemed in the best interest of the SCCOE.
- Award a contract based on overall merit and alignment with the RFP requirements, rather than solely on the basis of the lowest bid.

These rights are reserved to ensure the SCCOE selects the most qualified and suitable provider in the best interest of the organization and its stakeholders.

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Preparation of Proposals

The SCCOE is requesting four (4) copies of the proposals be submitted. All proposals submitted must be in sealed envelopes bearing on the outside the name of the consultant, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the consultant to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the consultant unopened.

Proposal Results

Proposal results are available for inspection in the Purchasing Office at the SCCOE, 1290 Ridder Park Drive, San Jose, California 95131, upon execution of contract to the successful company.

Signing of Proposals

The signature of all persons signing shall be in longhand and executed by the principal duly authorized to make contracts. The consultant's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

Proposals as Public Records

Each Proposer is hereby advised that upon submission of its proposal to the Santa Clara County Office of Education (SCCOE) in response to this Request for Proposals (RFP), the

proposal becomes the property of the SCCOE. As such, it is considered a public record and is subject to disclosure in accordance with the California Public Records Act, Government Code Sections 6250–6270. Proposers should be aware that any information contained in their submissions may be made available to the public unless specifically exempt under the law.

Award Process

All qualifying finalists may be interviewed virtually or in person at the SCCOE Administrative offices at 1290 Ridder Park Drive in San Jose, CA 95131. Interview dates and times will be advised. The finalists will be required to keep these times and dates open on their calendar.

A team of Subject Matter Experts (SME) and/or SCCOE staff members will participate in these interviews.

The selection of a successful Security Service provider will be made based on the SCCOE's evaluation and determination of the relative ability of each Bidder to deliver quality service in a cost-effective manner.

Finalist Presentations and References

At the conclusion of the proposal review period, the Santa Clara County Office of Education (SCCOE) may invite selected finalists to deliver a presentation highlighting the strengths and merits of their proposal. Finalists may also be asked to provide references from clients who have received comparable services.

Finalists will be contacted directly to schedule presentation times. Please note that the SCCOE will not be responsible for any costs incurred by the proposer in preparation for or participation in the presentation.

This RFP does not oblige the **SCCOE** to negotiate or enter a contract. All proposals submitted will **not be returned**, and no compensation will be provided for any work related to the preparation or submission of proposals.

No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the SCCOE, or who is a defaulter as surety, Security Service or otherwise within the past twelve (12) months.

Eligibility to Contract

No proposal will be accepted from - nor will a contract be awarded to—any individual or firm that:

- Is in arrears to the Santa Clara County Office of Education
- Has been in **default as surety, contractor, or otherwise** within the past **twelve (12) months**

Termination of Contract

In the event the contract is terminated, the successful vendor shall cooperate fully with the Santa

Clara County Office of Education (SCCOE) to ensure a smooth transition of the project to another vendor. This includes assisting with the transfer of all relevant data and materials to the SCCOE or to an in-house system, as directed by the SCCOE.

Listing of Sub-security Services

Each consultant shall include with the sealed proposal a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Security Service shall secure the payment of compensation to employees. Security Service shall sign and file with SCCOE the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The certificate is included herein.

Affirmative Action

The consultant shall comply with the SCCOE Affirmative Action Employment Program adopted by the Board of Education on January 13, 1976, especially Section 12, Contract Compliance (a copy of the section attached hereto).

A complete copy of the Affirmative Action Employment Program may be requested through the Purchasing Agent, General Services Department, SCCOE, 1290 Ridder Park Drive, San Jose, California 95131.

The consultant shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.