



CUPERTINO UNION SCHOOL DISTRICT
PURCHASING/WAREHOUSE DEPARTMENT
10301 Vista Drive
Cupertino, CA 95014

REQUEST FOR QUOTATIONS
RFQ No. 22-IB03-01
For
FINGERPRINTING SERVICES

DATE DUE: April 28, 2022 at 2:00 p.m.

By: Dana Ino
Director, Business Operations

Release Date: April 4, 2022

NOTICE TO BIDDERS

RFQ No. 22-IB03-01

Notice is hereby given that sealed Request for Quotations (RFQs) will be received at the Purchasing Department until 2:00 p.m. PST on April 28, 2022, for the following:

Fingerprinting Services

in accordance with the Cupertino Union School District, specifications and contract documents.

The RFQ must be complete with original signatures and figures. Quotations shall be addressed Attn: Dana Ino, Director, Business Operations, Cupertino Union School District, and delivered by 2:00 p.m. on April 28, 2022, at the Facility Modernization office (Door #10), 10301 Vista Drive, Cupertino, CA 95014, and shall be labeled "RFQ #22-IB03-01 for Fingerprinting Services."

Estimated Contract Amount: \$15,000

Bidders are responsible for making certain that quotations are received by the proper time. Quotations received after the scheduled Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have enough time to be received by the Director of Business Operations before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time in the Facility Modernization office will be the governing time for acceptability of quotes. Quotations will not be accepted by telephone or facsimile machine.

Specifications may be examined and obtained at no charge at the District's Purchasing website: <https://ca02218495.schoolwires.net/Page/7179>.

Dana Ino
Director, Business Operations

Ad dates: April 4 and April 11, 2022

SCOPE OF WORK

The Cupertino Union School District (hereinafter “the District,” “CUSD”) is requesting proposals from qualified firms to provide fingerprinting services for the District. The initial term of this contract shall be for a period of one (1) year with two (2) one-year options to renew the contract.

BACKGROUND

The District is seeking a qualified contractor to provide all tasks required to fingerprint school volunteers for the District. All volunteers must be fingerprinted and have a Department of Justice (DOJ) background check. Qualified firms shall provide fingerprinting services at District sites or at contractor’s location for approximately 1,000 potential volunteers for the 2022–23 year. This service includes rolling the prints on a Live Scan system and transmitting them to the Department of Justice.

Cupertino Union School District (CUSD) educates more than 14,000 students in the city of Cupertino and portions of five surrounding communities in California’s Silicon Valley. Beginning July 1, 2022, CUSD will be comprised of 18 elementary schools, five middle schools, lease sites, and the District Offices. Our student population is extremely diverse, coming from families speaking over 46 different languages. The mission of CUSD is to provide a child-centered environment that cultivates character, fosters academic excellence, and embraces diversity. District families, community, and staff join as partners to develop creative, exemplary learners with the skills and enthusiasm to contribute to a constantly changing global society.

SCHEDULE OF ACTIVITIES: The following outline is the anticipated schedule of activities for the solicitation of vendor responses to this Request for Quotations:

Date	Activity
April 4, 2022	Distribution of Request for Quotations
April 14, 2022 @ 2:00pm	Deadline for Submitting Questions
April 28, 2022 @ 2:00pm	Bids Due
Week of May 9, 2022	Interviews (if necessary)
May 16, 2022	Award of Contract

INSTRUCTIONS TO BIDDERS

FIRM QUOTE. Bidders' prices shall remain firm for a period of ninety (90) days from the Date Due, unless otherwise specified in the Request for Quotation (RFQ).

FORMS. Quotes must be submitted on preprinted Bid Form that is incorporated in this RFQ.

INFORMED BIDDERS. Before submitting Quotes, Bidders must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and Bidder cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the quote.

PAYMENT TERMS. Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of Quote. Payment discounts must be clearly shown on the quote form.

PRICES. Prices shall be stated in units and quotations made separately on each item. Where there is a conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

RULES FOR SUBMITTING QUOTES.

- **Date Due.** Bids must arrive in the District's Facility Modernization office (Door #10), 10301 Vista Drive, Cupertino, CA 95014, by the Date Due shown on the Request for Quotations (RFQ).
- **Responsibility.** Bidders are solely responsible for ensuring their Bid is received by the District in accordance with the solicitation requirements before the date and time specified in the RFQ and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Bid shall be made at the office specified in the RFQ. Deliveries made before the Date Due and time but to the wrong District office will be considered nonresponsive unless redelivery is made to the office specified before the Date Due and time specified in the RFQ.
- **Time for Receipt.** Bids shall be due by 2:00 p.m. on or before April 28, 2022. Bids received after the date and/or time stated will be considered late and will not be considered for award.
- **Extension of Date Due and/or Time.** The District reserves the right to extend the Date Due and/or time when it is in the best interest of the District.
- **Forms.** To be considered for award, each RFQ shall be made on forms furnished by the District.

- **Signature.** To be considered for award, each RFQ shall be signed by an authorized representative of the bidder.

AWARDS. The Cupertino Union School District intends to award a one (1) year contract with two (2) additional one-year renewal options to extend this contract to the lowest, responsive and responsible bidder. Response will be considered acceptance of this term. The District awards based on a best value as determined by cost and other criteria that may be requested, such as references and previous performance on similar requests. If required, interviews will be held with the most qualified respondents.

AMENDMENTS. Any and all changes to this contract must be made in writing and agreed to by the Cupertino Union School District. Performance by the contractor will be considered agreement with the terms of this contract.

PAYMENT. (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon using department confirmation of such acceptance.

PRICE REDUCTION. If at any time during the life of this contract, the successful bidder reduces its price or prices to others purchasing approximately the same quantities as contemplated by this contract, the contract prices shall be reduced accordingly, and the contractor/vendor will immediately notify the District's Director of Business Operations.

CONTRACT PRICING. Prices bid shall remain firm through the term of this contract.

DEFAULT. In case of default by vendor of any of the conditions of this bid or contract resulting from this bid, the vendor agrees that the District may procure articles or services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by the District shall be considered the prevailing market price at the time such purchase is made.

CANCELLATION OF CONTRACT. The Cupertino Union School District may cancel this contract without cause at any time by giving thirty (30) days' written notice to the supplier/contractor. The District may cancel this contract with cause at any time by giving ten (10) days' written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure by the supplier/contractor to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the District.

QUESTIONS, INTERPRETATION, OR CORRECTION OF BID DOCUMENTS. Bidders shall notify the District's Director of Business Operations, Dana Ino, by email at ino_dana@cusdk8.org, or by phone at (408) 252-3000 ext. 61493, promptly of any error, omission, inconsistency or for interpretation, correction, or clarification that may be discovered during examination of the solicitation.

CLARIFICATION, CORRECTIONS, OR CHANGES TO SPECIFICATIONS. All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a prebid conference. Interpretations, corrections, and changes shall not be binding unless made by the Addendum. All Addenda issued shall become part of the Agreement documents. Addenda will be sent to all known solicitation holders by facsimile, email, or U.S. mail.

It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

RESULTS. A tabulation of the quotes received will be available within a reasonable time after the Date Due. Results will be posted on the District's Purchasing website at: <https://www.cusdk8.org/Page/7179>.

TERMS OF THE OFFER. Cupertino Union School District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Bids offering terms other than those shown herein will be declared nonresponsive and will not be considered.

WITHDRAWAL. Any claim by a Bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. The Bidders may withdraw Bids only by written request received by the Director of Business Operations. After that time, Bidders may not withdraw their Bids for a period of ninety (90) days from the date of opening. At no time may the successful Bidder(s) withdraw its Bid.

TERMS AND CONDITIONS

AGREEMENT. Submission of a signed quote will be interpreted to mean Bidder hereby agrees to all the terms and conditions set forth in all the pages of this Request for Quotations. Bidder's signed quote and District's written acceptance or purchase order shall constitute a contract.

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this Bid without first obtaining the specific written consent of the Cupertino Union School District.

AUTHORITY OF THE CUPERTINO UNION SCHOOL DISTRICT. Subject to the power and authority of the Cupertino Union School District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF SOLICITATION. The Cupertino Union School District may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All quotes shall comply with current federal, state, and other laws relative thereto.

COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable federal and the state Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the Cupertino Union School District harmless for any failure to so conform.

CONTRACTOR. The term "Contractor" refers to the party entering into a contract with the Cupertino Union School District as a result of this solicitation.

DAMAGE. The Contractor shall be held responsible for any breakage, loss of the Cupertino Union School District's equipment or supplies through negligence of the contractor or its employee while working on the District's premises. The Contractor shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The Contractor shall immediately report to the District any damages to the premises resulting from services performed under this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidders are expected to carefully examine the delivery site of the proposal, specifications, and the bid forms. They shall satisfy themselves as to the character, quality, and quantities of materials to be furnished and the requirements of the proposed specifications.

INDEPENDENT CONTRACTOR. In accepting this contract, Successful Bidder (hereinafter Contractor) covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of its knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Cupertino Union School District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of the Cupertino Union School District.

INSURANCE REQUIREMENTS. Successful Bidder shall maintain insurance as specified in Exhibit A. The successful Bidder must furnish the Cupertino Union School District with the Certificates of Insurance proving coverage as specified in Exhibit A and naming the Cupertino Union School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

PERMITS. Successful Bidder/Contractor shall, unless otherwise provided elsewhere in the contract, at its expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

RIGHTS RESERVED.

A. Rejection. The Cupertino Union School District reserves the right to reject any or all Bids or any part thereof, or to accept any Bid or any part thereof, or to waive any informalities in any Bid, whenever it is deemed to be in the best interest of the District. The Cupertino Union School District also reserves the right to reject the Bid of any bidder who has previously failed to perform adequately for the District or any other governmental agency.

B. Cover. Should the successful bidder fail to comply with the conditions of this Bid or fail to complete the required work or furnish the required materials within the time stipulated, the Cupertino Union School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful bidder.

C. Severability. If any provision, or any portion of any provision, of any contract resulting from this Bid shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

TAXES. Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the Cupertino Union School District from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

TERMS OF THE CONTRACT. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Cupertino Union School District.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Cupertino Union School District, in writing, within twenty-four (24) hours after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and Cupertino Union School District's written acceptance shall constitute a binding contract.

INDEMNIFICATION:

(a) Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release District, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortious acts or errors or omissions of Contractor hereunder, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Contractor shall be liable to District for any loss or damage to District property arising from or in connection with Contractor's performance hereunder.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in state of California. The parties further stipulate that the County of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

OFF CONTRACT PURCHASE. The District reserves the right to purchase product covered by this Agreement from alternate sources, should during the term of this Contract/Agreement the District obtains more favorable pricing from those alternate sources.

OWNERSHIP OF RECORDS. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and other materials produced by the Contractor under this contract shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Contact shall be subject to private use, copyright or patent right by Contractor in the United States or any other country without the express written consent of District.

PERFORMANCE NOTIFICATION. In the event Contractor is unable to perform any or its entire obligation under this contract or Contractor is able to foresee a potential issue (i.e., system failure) that will impact the quality or quantity of the scope of work, services, or level of performance

under the contract, the Contractor shall notify the District within one (1) working day in writing or by telephone of such event.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Cupertino Union School District enters into a contract as a result of this solicitation.

QUANTITIES. The quantities shown are approximate. The District reserves the right to increase or decrease quantities as required. The District does not guarantee orders in these quantities nor shall the District be required to limit its orders to these quantities. This is an **indefinite quantity** bid for which there shall be no limit to the number of orders placed, in any quantity, by the District or any participating public agency for the term of the contract, at the prices resulting from award of a contract.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The Cupertino Union School District is exempt from Federal Excise Tax.

BID FORM
Fingerprinting Services
RFQ # 22-IB03-01
To Be Submitted with Bid

To: Director of Business Operations
Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

From: _____

Name of Bidder

Mailing Address

City, State & Zip

Responding to Request for Quotations due by 2:00 p.m., April 28, 2022, the Bid Submittal Deadline, the undersigned Bidder agrees to furnish Fingerprinting Services per the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

Bidder further agrees, in addition to the terms and conditions specified herein, the following terms and conditions that are a part of this bid and any resulting contract:

Award. Bid award will be based on the lowest responsible bid price as well as any other criteria indicated in these specifications. The District reserves the right to make this bid award at any time up to one hundred eighty (180) days from the date of the bid opening.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Attention Bidders—Please Read Carefully

Please check your calculations before submitting your bid; the Cupertino Union School District will not be responsible for Bidder miscalculations.

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words**. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN**. Where there is a discrepancy between item unit price and extended total, **UNIT PRICE WILL GOVERN**.

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

Bidder's Acknowledgment of Its Understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Bidder hereby acknowledges receipt of Addenda Number(s) _____, _____, _____, and _____.

Rolling fee: \$ _____ **DOJ submittal fee:** \$ _____ **Total Bid Amount:** \$ _____

Total bid amount written in words: \$ _____

Terms of Payment _____

Representations Made Under Penalty of Perjury. The representations herein are made under penalty of perjury. We hereby offer to provide the Cupertino Union School District the above service(s) at prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bidder Name (Person, Firm, Corp.)

Signature of Authorized Representative

Address

Printed Name of Authorized Representative

City, State, Zip Code

Title of Authorized Representative

Telephone Number

Facsimile Number

Email Address

**NONCOLLUSION AFFIDAVIT
To Be Executed by Bidder and Submitted with Bid**

State of California)
Santa Clara County)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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 of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted its bid price or any 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

(Date)

Signed at (Place)

Bidder Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

**BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted with Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Quotations #22-IB03-01 for Fingerprinting Services. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, and agrees to name the Cupertino Union School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

**WORKERS' COMPENSATION INSURANCE CERTIFICATE
To Be Submitted with Bid**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' 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.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

EXHIBIT A

Insurance Requirements

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

<u>Coverage Required</u>	<u>Limits Per Occurrence</u>	<u>Scope As Broad</u>
General Liability	\$1,000,000.00	As CG001
Automobile Liability	\$1,000,000.00	As ISO-CA001
Workers' Comp/Employer's Liability	\$1,000,000.00	As req. by CA
Sexual Abuse/Molestation	\$1,000,000.00	As req. by CA

The general liability and auto liability policies are to contain or be endorsed to name Cupertino Union School District, its officers, officials, employees, and volunteers as additional insureds for liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish the District original certificates of insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A:VII. The endorsements are to be received and approved by CUSD before work commences.