



**Request for Qualifications and Proposals
(RFQ/P)**

**ASPHALT REPAIR SERVICES
AT VARIOUS SCHOOL SITES**

RFQ/P #24-1102-1

Responses Due: October 17, 2023

No later than 10:00:00 AM

Sacramento City Unified School District

Contracts Department

5735 47th Ave.

Sacramento, CA. 95824



Sacramento City Unified School District

Contracts Department

5735 47th Ave,
Sacramento, CA 95824
T: 916-643-9465

Bidder Information Sheet

If you downloaded this RFP/Q from our website, email this sheet to Purchasing Services to be added to our bidders list.

Attention: Tina Alvarez Bevens, Contract Analyst
Email: tina-alvarez-bevens@scusd.edu

Re: RFQ/P #24-1102-1 Asphalt Repairs at Various School Sites

Sacramento City Unified School District Bids/Proposals are available on-line. It is the responsibility of Respondents to email this sheet to Purchasing Services to ensure firm is added to Bidders list to receive Addenda to this RFQ/P.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

**Sacramento City Unified School District
Request for Qualifications and Proposals #24-1102-1
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NOTICE TO BIDDERS

The Sacramento City Unified School District (“District”) is requesting proposals from experienced firms, partnerships, corporations, associations, qualified persons or organizations (“Contractors”) to provide to the District Asphalt Repairs at Various School Sites.

The Request for Qualifications and Proposal (“RFQ/P”), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFQ/P shall submit a completed Statement of Qualifications (“SOQ”) along with Fee Proposal (collectively “RFQ/P Packet”). Respondents must mail or deliver one (1) unbound original, two (2) bound copies and a PDF version on a flash drive of requested materials to:

**Sacramento City Unified School District
Attn: Contracts Department
5735 47th Avenue
Sacramento, CA. 95824
RE: RFQ/P #24-1102-1 Asphalt Repairs at Various School Sites**

ALL RESPONSES ARE DUE OCTOBER 17, 2023 BY 10:00:00 A.M.

Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents.

Addenda

The District may modify the RFP/Q, any of the submittal dates, or any of its contents or attachments, prior to the date fixed for submission of proposal by issuance of addendum to all parties who have been furnished the RFP/Q for bidding purposes. Addenda will be number consecutively.

The respondent shall acknowledge receipt of an amendment in its proposal.

The successful bidder will be required to certify that it either meets the Disabled Veterans Business Enterprise (“DVBE”) goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation if it is awarded the contract.

If you have any questions regarding this RFQ/P, please email Torrie Moreno, Facilities Project Technician at torrie-moreno@scusd.edu; Tina Alvarez Bevens, Contract Analyst at tina-alvarez-bevens@scusd.edu and cc: Jeff Winn, Manager of Facilities at Jeffrey-winn@scusd.edu.

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BIDDER'S CHECKLIST

Company Name: _____

Required items to submit with proposal:

Bidder's Checklist (this form)

Acknowledgement of Addenda (signed copies)

Statement of Qualifications (as outlined on pages 9-11)

- Letter of Interest
- Comprehensive Narrative

Fee Proposal

Non-Collusion Declaration

Fingerprinting Certification

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RFQ/P SCHEDULE SUMMARY

DATE	ACTION ITEM	TIME
September 29, 2023	Publish and advertise RFQ/P #24-1102-1 Asphalt Repairs at Various School Sites	
October 9, 2023	Last day to receive written questions from Respondents	2:00 pm
October 12, 2023	Last day for District to issue addenda to answer questions / clarifications	2:00 pm
October 17, 2023	Deadline for submissions in response to RFQ/P #24-1102-1	10:00 am
October 23, 2023	Notice of Intent to Award / Regrets	
November 2, 2023	Anticipated Board of Education approval of contract	
November 6, 2023	Anticipated Notice to Proceed issued to awarded Respondent	

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Asphalt Repairs at Various School Sites**

INTRODUCTION

The Sacramento City Unified School District (“District”) is a California public school district serving approximately 47,000 students on 75 campuses, spanning 70 square miles. The purpose of this Request for Qualifications and Proposals (RFQ/P) is to solicit proposals from companies that provides the District with all the services necessary to do minor routine and large asphalt repairs at various school sites throughout the District’s sites. The District intends to select multiple contractors through this RFQ/P process that are believed to be able to provide the best value to the District. The selected Contractor(s) will manage the minor and larger asphalt repairs at the various District sites. The successful Contractor(s) shall also make recommendations to the District on procedures to implement to attain this objective.

SCOPE OF SERVICES

Minor Routine Repairs:

1. Repair or replace damaged asphalt as needed throughout the District.
2. All repairs are to be completed following District-specified requirements.
3. All materials are to be District-specified materials and equipment.
4. Protect repair area from site personnel and students.

Large Repairs includes above and the following:

1. Open areas left open overnight must be covered and fenced in.
2. Locate utilities before starting work at each site (if applicable).
3. Notify District representative prior to any utility shutdown (if applicable).
4. Utilities disruption must be done after hours of operation (if applicable).
5. Backfill with existing and additional material to compensate settling.
6. All repairs must be inspected prior to backfill.
7. Any changes or deviations from the scope require Management approval in writing.
8. All debris must be removed from site throughout the project and upon completion.

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9. Job site must be cleaned upon completion.

SCOPE OF REQUIREMENTS

It is anticipated that the Scope of Requirements for this Contract will include but not be limited to the following:

1. **Licenses Required:**

A, B, and/or C-27.

2. **Damages**

Any damages to District property caused as a result of this contract shall be reported to Facilities Management within 24 hours of the incident. Facilities Management will assess the damages and manage the repair process to the satisfaction of the District with the Contractor bearing all costs of such repairs.

3. **Period of Performance**

The District is looking for a strategic long-term partner and understands many resource efficiency initiatives will take time to develop. As such, the District intends to enter a contract for a minimum period of three (3) years with two (2) one-year renewal options {maximum five (5) years total}.

4. **Pupil Safety**

The successful Contractor is required to comply with California Education Code 45125.1. Any employee who interacts with pupils, outside of the immediate supervision, and control of the pupil's parent, guardian or school employee, request a Dept. of Justice (DOJ) fingerprint check, receive the DOJ report and certify to the District that no such employees have been convicted of a felony as defined in 45122.1 prior to commencement of services. Each Respondent shall complete and submit with Proposal, the **Fingerprinting Certification** attached to the RFQ/P on **Attachment B**.

5. **Insurance**

The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits

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Employer's Liability

\$ 1,000,000

Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.

Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

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STATEMENT OF QUALIFICATIONS

1. General Information / Instructions – Statement of Qualifications

- 1.1.** The District is inviting Statements of Qualifications and Pricing Proposals for Asphalt Repairs at Various School Sites, which shall require coordination, administration, consulting and advice, and related services.
- 1.2.** The District seeks to identify teams with a record of excellence in efficient planning and service delivery. The firms must have extensive experience related to asphalt Services.
- 1.3.** The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than ten (10) printed pages in length. Documents included in the Appendix will not count against the page limit. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

2. Content – Statement of Qualifications

- 2.1. Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, its personnel, and its sub-consultants, and what will make the firm a good fit for work in the District. The letter shall also include the following statements:

“[RESPONDENT’S NAME] received a copy of the District’s Agreement attached as **Attachment C** to the RFQ/P. [RESPONDENT’S NAME] has reviewed the indemnity provisions in **Attachment C** and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT’S NAME] has no objections to the use of the Agreement.”

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

- 2.2. Table of Contents** - A table of contents of the material contained in the Statement of Qualifications should follow the Letter of Interest.

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2.3. Firm Information – Provide a comprehensive narrative of the services offered by firm. The narrative should include all of the following:

A. A preliminary operations plan for Asphalt Repairs at Various School Sites

i. Process for Continuous Improvement

1. Explain the process to provide continuous improvement over the term of the contract (audits, outreach and communications, etc).

ii. Data Information Systems

B. A narrative presenting the Respondent's background including:

1. A description of the background and experience of key personnel to be assigned to the District site(s).

2.4. Fee Proposal

Prepare the pricing proposal for the requested services with the expectation of a three (3) year contract with two (2) one-year extension options. The extension options are at the sole discretion of the District. The financial portion of the proposal must be submitted in **Attachment A**.

EVALUATION CRITERIA

All proposals shall be reviewed to verify that the Respondent has met the minimum requirements. Respondents that have not complied with the requirements, or do not meet minimum content and qualify standards may be eliminated from further consideration at the discretion of the District.

The purpose of this RFQ/P is to enable the District to select the proposal that represents the best value to the District. The term "best value" refers to the best combination of price, qualifications, and experience according to the evaluation criteria.

Upon receipt of proposals, the District's evaluation committee, composed of key District officials, will review each response to the RFQ/P. Proposals will remain confidential until the evaluation committee has reviewed all proposals submitted and the District has announced a notice of intent to award a contract.

AWARD OF CONTRACT

The contract shall be awarded to the Responder with the highest score. In the event of a tie (more than one Responder have the same highest best value score), the District may award the contract to the Responder of choice.

If the Responder to which the Board awards the contract refuses to execute the contract, the Board may revoke the award to that Responder and award to the Responder that submitted the next highest ranked proposal.

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Questions, Interpretations, or Clarifications

Questions related to this RFP/Q shall be submitted in writing and emailed to Torrie Moreno, Facilities Project Technician at torrie-moreno@scusd.edu, Tina Alvarez Bevens, Contract Analyst at tina-alvarez-bevens@scusd.edu and cc: Jeff Winn, Manager of Facilities at jeffrey-winn@scusd.edu.

Specify "Question-RFQ/P 24-1102-1 Asphalt Repairs at Various School Sites" in the subject line. Responses to all questions received will be posted on the District's website, <https://www.scusd.edu/contruction-projects-bids>, as an addendum, no later than Thursday, October 12, 2023.

Bidders are responsible for checking the website periodically for any updates or revisions to the RFQ/P.

BID PROTEST

Any bid protest by any bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following the Notice of Intent to Award Contract is posted.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit bid protests.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The District's Purchasing Manager shall have (5) days after receipt of protest to respond to Protestant.

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ATTACHMENT A

Fee Proposal

Fee Proposal should be based on the scope of services to this RFQ/P.

Proposing Firm Name: _____

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ATTACHMENT B

CONTRACTOR CERTIFICATION of COMPLIANCE

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that employees who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice (DOJ) must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the contract. Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement, and that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, the Contractor cannot adhere to the conditions stated above, the Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Authorized Signature of Contractor

Date

Printed Name/Title

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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
RFQ/P #24-1102-1
ASPHALT REPAIRS AT VARIOUS SCHOOL SITES**

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY AND SUBMITTED WITH BID**

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of 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.

Date _____

Name of Vendor _____

Printed name of Authorized Company Representative _____

Signature of Authorized Company Representative _____

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SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered, a total payment, including travel and other expenses, not to exceed the amount defined on the Purchase Order. If travel and other reimbursable expenses are separately defined and reimbursable, such costs shall be limited to the standard allowances authorized by District Board policy. Payment shall be made within 30 days upon submission of a completed invoice(s) referencing the purchase order number to torrie-moreno@scusd.edu.

ARTICLE 2. EQUIPMENT AND FACILITIES.

As may be applicable to this Contract, District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Contract.

ARTICLE 3. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT.

Contractor understands and agrees that all matters specifically produced under this Contract shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

ARTICLE 4. INDEPENDENT CONTRACTOR.

The relationship between the parties under this Contract shall be one of independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Contract.

Contract employees or agents rendering services under this Contract shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Contract.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Contract.

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ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site to determine that they have not been convicted of a serious or violent felony.

If the District determines that ***more than limited*** contact with students will occur during the performance of these services, Contractor will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to the District. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Contract. Failures to provide such written certification before services begin, or within thirty days after execution of this Contract, whichever occurs first, will result in immediate termination.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., "red-flag" or "grooming" behaviors.

Depending on the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, the District may determine that the employees ***will have only limited contact*** with pupils and neither fingerprinting nor certification is required provided the following conditions are met at all times:

1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
4. Contractor will immediately report to District any apparent violation of these conditions.
5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Contract.

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If the Contractor cannot adhere to the conditions stated above for any reason, Contractor shall immediately so inform the District and shall assign only employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, the Contractor shall provide to the District the names of all employees assigned to perform work under this Contract. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Contract, and the District reserves the right to suspend or terminate the Contract at any time for noncompliance.

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Contract, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Contract.

ARTICLE 7. INSURANCE.

Prior to commencement of services and during the life of this Contract, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

ARTICLE 8. TERMINATION.

Either Party may terminate this Contract without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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ARTICLE 9. ASSIGNMENT.

This Contract is for personal services to be performed by the Contractor. Neither this Contract nor any duties or obligations to be performed under this Contract shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to assume, perform, and be bound by all covenants, obligations, and Contracts contained in this Contract.

ARTICLE 10. ENTIRE CONTRACT.

This Contract contains the entire Contract between the parties and supersedes all prior understanding between them with respect to the subject matter of this Contract. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Contract that are not fully expressed in this Contract. This Contract may not be modified, changed, supplemented or terminated, nor may any obligations under this Contract be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Contract.

ARTICLE 11. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Contract. If the work is to be performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Contract.

Consultant affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Contract. In the event of a change in either private interest or services under this Contract, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 12. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 13 ATTORNEY'S FEES.

In the event of any action or proceeding brought by one party against the other party under this Contract, the prevailing party shall be entitled to recover its attorney's fees and reasonable costs in such action or proceeding in such an amount as the court may judge reasonable.

ARTICLE 14. SEVERABILITY.

Should any term or provision of this Contract be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Contract shall be valid and be enforced as written to the full extent permitted by law.

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ARTICLE 15. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education, and as governed by the laws and decisions of the State of California, and all federal and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Contract. Any rule, regulation or law required to be contained in this Contract shall be deemed to be incorporated herein.

ARTICLE 16. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

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**ATTACHMENT C
SERVICES AGREEMENT**

Date: _____ **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and ***INSERT DATA HERE*** (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The contract is entered into pursuant to a competitive Request for Qualifications/Proposals (RFQ/P) solicitation under District RFQ/P #24-1102-1.

D. The complete contract includes all contract documents, including the RFQ/P and the attachments thereto, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below:

Minor Routine Repairs:

1. Repair or replace damaged asphalt as needed throughout the District.
2. All repairs are to be completed following District-specified requirements.
3. All materials are to be District-specified materials and equipment.
4. Protect repair area from site personnel and students.

Large Repairs includes above and the following:

1. Open areas left open overnight must be covered and fenced in.
2. Locate utilities before starting work at each site (if applicable).

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3. Notify District representative prior to any utility shutdown (if applicable).
4. Utilities disruption must be done after hours of operation (if applicable).
5. Backfill with existing and additional material to compensate settling.
6. All repairs must be inspected prior to backfill.
7. Any changes or deviations from the scope require Management approval in writing.
8. All debris must be removed from site throughout the project and upon completion.
9. Job site must be cleaned upon completion.

ARTICLE 2. TERM.

This Agreement shall commence on the Contractor's receipt of Notice to Proceed by the District. The term shall be for an initial three (3) years, with two (2) one-year renewal options at the sole discretion of the District, not to exceed five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein.

ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

Fee Rate: The fee rates for under this Agreement shall be included and specified as "Fee Proposal".

Payment shall be made within 30 days upon submission of monthly invoice(s)/statement to the attention of Torrie Moreno, Facilities Project Technician, Facilities, Sacramento City Unified School District, Maintenance & Operations, 425 1st Avenue, Sacramento, California 95818 Or torrie-moreno@scusd.edu.

ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed areas during scheduled service hours. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

This Article does not apply to this Contractor Agreement.

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ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

ARTICLE 7. FINGERPRINTING REQUIREMENTS.

*****INSERT DATA HERE*****

Contractor agrees that any employee it assigns to provide services directly to, or have any contact with, pupil(s) of the District, shall be subject to the fingerprinting/background and TB requirements set forth in the California Education Code. Any employee that Contractor assigns to provide services directly to, or have any contact with, pupil(s) of the District shall have undergone the background check required in §45125(b)&(c), including response by DOJ, before any service or contact with pupil(s) of the District is allowed.

Pursuant to Education Code §45125.1, Contractor shall provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU) and shall certify in writing to the District that Contractor has no information that any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a "violent or serious felony" as defined in §45122.1 or that they have been advised of any such arrest by the DOJ.

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such arrest notification and prohibit the employee from having any further contact with any pupil(s) of the District until such time as the employee's arrest has been determined to not involve a "violent or serious felony" as defined in §45122.1 or the notification has been withdrawn by DOJ. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, even if only temporarily, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

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Contractor further agrees and certifies that any employee providing services directly to any pupil(s) of the District whether qualifying as a Mandated Reporter as defined by California Penal Code §11165.7(a), or not, shall be provided annual training on child abuse and mandated reporting of child abuse or neglect utilizing an evidence-based training method which includes training on how to recognize conduct of adults which may trigger reasonable suspicion of abuse of children, i.e., “red-flag” or “grooming” behaviors.

Failure to adhere to the terms of this provision is grounds for termination of the Agreement (or MOU).

OR

*****INSERT DATA HERE*****

District has determined that services performed under this Agreement will result in limited contact with pupils. Contractor is required to comply with the conditions listed in Exhibit B, Contractor’s Certification of Compliance. If the Contractor is unwilling to comply with these requirements, the Contractor’s employees may not enter any school site until the Contractor provides the certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney’s fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$2,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty (30) days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

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The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Agreement shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

ARTICLE 11. ASSIGNMENT.

This Agreement is for waste disposal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be executed without the prior written consent of the District, which shall not be unreasonably withheld.

ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District:
Sacramento City Unified School District
Attn: Tina Alvarez Bevens, Contract Analyst
5735 47th Ave
Sacramento CA 95824

Contractor:
INSERT DATA HERE

ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be

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performed in connection with a Federal contract or grant, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement. Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 16. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

ARTICLE 18. APPLICABLE LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.

To the extent the Agreement exceeds an expenditure above the amount specified in Education Code section 17605, this Agreement, as to any such exceeded amount, is not enforceable and is invalid unless and until the exceeded amount is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted.

Executed at Sacramento, California, on the day and year first above written.

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**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

*****CONTRACTOR *****

By: _____
Jesse Castillo
Assistant Superintendent

By: _____
Insert Data Here
Insert Data Here

Date

Date