



REQUEST FOR PROPOSALS

FOR

**DISTRICTWIDE ANNUAL SUPPLY AND
INSTALLATION OF REDWOOD CHIPS**

RFP No. 25-001

RFP Issued	June 25, 2024
Publication	<i>Daily Journal Recorder</i> June 25, 2024 & July 2, 2024
Deadline for Questions	July 5, 2024, by 12:00 p.m.
Addendum (if applicable)	July 8, 2024, by 12:00 p.m.
Proposal Deadline	July 12, 2024, by 12:00 p.m.

Twin Rivers Unified School District: *Inspiring each student to extraordinary achievement every day!*





**SUPPLY AND INSTALLATION OF REDWOOD CHIPS
FOR THE
TWIN RIVERS UNIFIED SCHOOL DISTRICT**

- SUBMITTALS:** Proposals must be submitted in PDF format via email to proposals@trusd.net with the subject line: **RFP 25-001 Proposal** on or before 12:00 p.m. on July 12, 2024.
- ADDRESSED TO:** Brittany Smith
Director, Contracts & Risk Management
- MAILING ADDRESS:** Twin Rivers Unified School District
3222 Winona Way, Suite 200
North Highlands, CA 95660
- QUESTIONS:** Questions or requests for clarification regarding the RFP documents must be directed to proposals@trusd.net with the subject line "RFP 25-001 Questions." Only questions submitted through this specified process will be accepted.
- All responses to questions will be posted on our District webpage on July 5, 2024, by 12:00 p.m. The respondent is responsible for monitoring the [Contract Services & Risk Management Website](#) for any updates or addenda.



NOTICE TO BIDDERS

The Twin Rivers Unified School District of Sacramento County, California, hereinafter referred to as “the District,” will accept emailed proposals until 12:00 p.m. on July 12, 2024 for:

RFP No. 25-001: Districtwide Annual Supply and Installation of Redwood Chips

Proposals should be submitted via email to proposals@trusd.net with the subject line: **RFP 25-001 Proposal** on or before 12:00 p.m. on July 12, 2024.

Interested contractors can obtain a copy of the RFP online at the [Contract Services & Risk Management Website](#) or by contacting the Contract Services & Risk Management Department at the above address.

Late proposals will be disqualified.

The evaluation criteria specified in the RFP will be used to determine which proposal offers the best quality at the most economical cost to the District. The District reserves the right to accept or reject any or all proposals, waive any technicalities, and accept the proposal(s) that is most advantageous to the District. Please note that the District may not necessarily award the contract to the lowest bidder, as there are important considerations beyond price. The District may request clarifications on any or all proposals.

Proposals must remain effective for sixty (60) days following the proposal submission deadline.



INFORMATION AND CONDITIONS

GENERAL CONDITIONS AND INSTRUCTIONS

1. **SECURING DOCUMENTS:** Specifications and other contract document forms are available without charge to prospective respondents at the [Contract Services & Risk Management Website](#)
2. **TAXES:** The District shall not be responsible for any taxes, with the exception of sales tax or use taxes where applicable. Applicable taxes shall be added by the respondent to their invoice(s) and included in the proposal.
3. **BONDS:** No Bid or Performance Bonds are required.
4. **DIR REGISTRATION:** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
5. **PREVAILING WAGES:** Each worker performing Work under this Contract shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. Contractor shall post a copy of the applicable prevailing rates at the Worksite.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification, or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship, and similar purposes.

These prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

The Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations under Labor Code Section 1771.4.



A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request to The District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and as further provided by the Labor Code.

6. **FINGERPRINTING:** The awarded contractor shall comply with the requirements of California Education Code section 45125, as follows:
 - Require all current and subsequent employees of the contractor who may enter a school site during the time that students are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").
 - Prohibit employees of contractor, including all staff, managers, owners, or agents of contractor, from coming onto school sites or otherwise coming into contact with District students unless the District has received confirmation from the CADOJ that the individual has not been convicted of a felony as defined in California Education Code section 45122.1.

7. **ASSIGNMENT OF CONTRACT:** The successful contractor shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this proposal form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District. Notice is hereby given that the District will not honor any assignment made by the contractor unless the consent in writing, as indicated above, has been given.

8. **ADDENDA OR BULLETINS:** Any Addenda or bulletins issued by the District during the time of proposal or forming a part of the documents loaned to the Respondent for the preparation of this proposal shall be covered in the proposal and shall be made a part of the contract.

9. **WITHDRAWAL OF PROPOSALS PRIOR TO OPENING:** Any respondent may withdraw their proposal, either personally or by a written request, at any time prior to the scheduled time for the opening of Proposals.

10. **WITHDRAWAL OF PROPOSALS AFTER OPENING:** A respondent may not withdraw his proposal for a period of sixty (60) days after the date set for the opening thereof.

11. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies in, or omissions from, the specifications, he may submit to the Director of Contract Services & Risk Management of the Twin Rivers Unified School District a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or addendum duly issued by said Director of Contract Services & Risk Management, and a copy of such addendum, will be posted on the [Contract Services & Risk Management Website](#). The



District will not be responsible for any other explanation or interpretation of the proposed documents.

12. **RESTRICTED PROPOSAL:** Only those companies fully licensed, equipped, and experienced in the work being performed, with skilled personnel immediately available and able to obtain necessary components immediately, shall be considered qualified respondents for this contract. **A valid California Contractors License C-27 or C-61 is required.**

13. **NO CONTACT WITH THE BOARD OF TRUSTEES:** Respondents may not contact any member of the Twin Rivers Unified School District Board of Trustees regarding this RFP unless specifically invited to an interview conducted by the Board.

14. **NON-DISCRIMINATION:** The Twin Rivers Unified School District does not discriminate in the selection, acceptance, or treatment of any Contractor based on race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law. The District likewise prohibits discrimination by Contractors and may require the successful contractor(s) to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement in compliance with Government Code 12990.

15. **INSURANCE REQUIREMENTS:** The awarded contractor shall maintain during the life of this contract Commercial General Liability, Business Automobile Liability, and Workers' Compensation and Employers' Liability insurance coverage. The minimum amounts of such insurance shall be as hereinafter set forth. The awarded contractor will be required to furnish certificates of insurance prior to the start of work.
 - **Commercial General Liability**
 - a. Respondent shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If an aggregate limit applies, either the general aggregate limit shall apply separately to these services or the general aggregate limit shall be twice the required occurrence limit. Respondent's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide the District and its officers, officials, employees, and volunteers shall be additionally insured under such policies.



- **Business Automobile Liability**
 - a. Respondent shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.
- **Workers' Compensation and Employers' Liability**
 - a. Respondent shall maintain Workers' Compensation Insurance with Statutory Limits and Employers' Liability Insurance with a limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. The Respondent shall submit to the District, with a certificate of insurance, a waiver of subrogation in favor of the District.

16. **INDEMNIFICATION:** Other than in the performance of professional services and to the full extent permitted by law, Respondent shall indemnify, defend, and hold harmless District and any and all of its employees, officials, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Respondent or by any individual or District for which Respondent is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Respondent, except when caused by the active negligence or willful misconduct of the District.

17. **TOBACCO-FREE DISTRICT:** The Twin Rivers Unified School District has been designated a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.

18. **IRS REQUIREMENTS:** The District shall view the legal position of the Proposed as an "independent contractor" and that all persons employed to furnish the services are employees of the Respondent and not of the District.

- The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the Respondent is a party.
- The Respondent will complete the IRS Form W-9 attached to the District's Services Agreement (Attachment F), provide a taxpayer identification number, and indicate whether the Respondent is a corporation, sole proprietor, partner, individual, etc.



OVERVIEW OF THE DISTRICT

The Twin Rivers Unified School District ("District") is a K-12 public school district located in northeastern Sacramento County with an enrollment of over 27,000 students in preschool through adult education.

The District serves the communities of North Sacramento, Del Paso Heights, Rio Linda, North Highlands, and Foothill Farms. The district has four high schools, five middle schools, 27 elementary schools, three dependent charter schools (at eight site locations), a K-12 independent study school, two continuation high schools, one special education school, an adult education program, and preschools. A list of all District schools can be found on the District website.

Twin Rivers is in an economically diverse region characterized by a mix of residential development and light industry. 90% of District students are eligible for Federal Free and Reduced-price meals.

A seven-member Board of Trustees governs the district under the day-to-day leadership of Steven Martinez, Ed.D., appointed District Superintendent, effective July 1, 2013

SCOPE OF PROPOSAL

The Twin Rivers Unified School District requests proposals from qualified contractors to procure, deliver, and install redwood chips in various District landscape areas on an on-call as-needed basis. The District reserves the right to award a contract to the respondent(s) providing the best value that is most advantageous to the District for the scope of this RFP.

All proposals must be received no later than 12:00 p.m. on July 12, 2024.

19. **SCOPE:** The proposal shall include all labor, equipment, and materials necessary to furnish and install untreated redwood chips in designated areas, including facility landscape areas and landscaped parking lot planters. Specified quantities of untreated redwood chips shall be spread in a smooth, even layer throughout each area. Landscape areas will have particles spread or blown to a uniform depth of 3-4". Untreated redwood chips shall be clean green material in 0-4" sizes.

20. **LOCATIONS:** A list of all District sites is included in Attachment D.

21. **AUTHORIZED WORK DAYS AND HOURS:** Installation must be provided during business hours only (8 AM - 5 PM, Monday to Friday). Overtime rates will not be authorized except in cases of emergency, as requested by the District.



22. **WORK SCHEDULE:** Work schedules to be coordinated with and approved in advance by the District.

23. **SITE PREPARATION, CLEANUP:** Any litter or trash shall be removed from the play area before installing redwood chips. In addition, the Contractor shall clean up any redwood chips that spill onto plantings, adjacent walkways, curbs, gutters, and pavement.

24. **PERIOD OF CONTRACT:** The contract period will be effective from July 1, 2024, through June 30, 2025, with the option to renew annually for three (3) additional one-year periods upon mutual agreement of both parties.

If the contract is renewed beyond the first option year, that option year and each additional option year can be subject to a price increase with proper documentation by the firm and approval of the District not to exceed 5% per year.

25. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

- RFP Response: To be considered for selection, Respondents must submit a complete response to this RFP.
- Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Respondent. All information requested must be submitted as called for in the instructions for submission on the bid form and conform to all the requirements of this RFP. Failure to submit all information requested may result in the Contract Service & Risk Management Department requiring prompt submission of missing information and/or giving a lower evaluation of the proposal.
 - b. All responses are subject to the California Public Records Act, Government Code Section 7920.000 et seq., regardless of any notations of "Confidential," "Proprietary," or similar. The District will have no liability to the respondent or other party as a result of any public disclosure of any RFP response.
 - c. The District may make a final determination regarding a proposal's acceptability solely on the basis of the proposal submitted. However, the District may request additional information from firms and may discuss any facet of the proposal with any firm.

Time is of the essence, and any proposal received after the announced time and date for submittal, whether by mail or otherwise, will be rejected and returned unopened. Proposals sent by facsimile will not be accepted. Any proposal that modifies or fails to conform to the essential requirements or specifications of the request for proposals shall be considered non-responsive and deemed unacceptable.



26. EXCEPTIONS: It is expressly understood that the respondent will comply with the terms and conditions of this RFP and the terms and conditions listed in the District’s Services Agreement (Attachment F). Exceptions to any requirement or provision of this RFP and a detailed explanation for each must be included. It will be assumed that all sections/items are acceptable to the respondent unless expressly noted in this Exceptions section. Be aware that any exceptions to terms and conditions may result in disqualification or a lower score in the evaluation at the discretion of the District.

27. SUBMISSION OF PROPOSAL:

- The proposal signature page must accompany your proposal, with all information supplied and signatures applied as required. The authorized signature should show the title of the person signing the proposal. A person authorized to act on behalf of the contractor must sign the proposal in ink. A Non-Collusion Declaration shall be included in the response (Attachment B). A Subcontractor List (if applicable) shall be included in the response (Attachment E)
- A list of at least three (3) references from jobs with school districts, colleges, and/or public agencies, including name, address, and telephone number. (Attachment C). Do not list Twin Rivers Unified School District Principals or Vice-Principals as references.

28. EVALUATION AND AWARD CRITERIA: Proposals shall be evaluated based on the criteria listed hereunder. Information and/or factors gathered during interviews, discussions, and/or negotiations shall also be utilized in the final selection decision. The District reserves the right to waive any and all irregularities and award the contract to the firm or firms which, in the sole opinion of the District, best fulfills the terms and conditions of this request.

29. EVALUATION CRITERIA ASSIGNED WEIGHTS:

Criterion	Point Value
Demonstrated understanding of and responsiveness to the RFP <i>(points may be deducted for exceptions)</i>	20 points
Cost proposals	40 points
Previous experience working with the District	15 points
References	15 points
Added value/any special benefits to the District	10 points



PROPOSAL FORM

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications, and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at quoted prices unless noted in writing.

The undersigned affirms that they are duly authorized to execute this proposal and that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other respondent.

ADDENDA (if any): Issued in accordance with the Instructions to Respondents, the undersigned acknowledges receipt of Addenda Nos. _____ dated _____.

The undersigned hereby proposes and agrees to furnish and deliver the goods and services per the terms, conditions, specifications, and quoted prices.

Corporate Seal
(if a corporation)

Proper name of Individual, Company, or Corporation

Authorized Signature

Type or Print Signer's Name

Title

Address

Telephone

E-mail

Date



ATTACHMENT A
COST PROPOSAL SCHEDULE

Furnish and Install Redwood Chips

Bid Item	Item	Cost per Cubic Yard Bid Price
1	10 to 20 cubic yards of redwood chips: cost per cubic yard, including mobilization, delivery, installation, all supply costs, and taxes	
2	20 to 60 cubic yards of redwood chips: cost per cubic yard, including mobilization, delivery, installation, all supply costs, and taxes	
3	60 to 200 cubic yards of redwood chips: cost per cubic yard, including mobilization, delivery, installation, all supply costs, and taxes	
	TOTAL BASE BID (Average Cost per Cubic Yard) (add bid items #1 thru #3/Divide by 3)	

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL



ATTACHMENT B

NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

_____deposes and says that
(Name of Authorized Representative)

he/she is _____ of _____,
(Title) (Firm Name)

the party providing 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 respondent has not directly or indirectly colluded, conspired, connived, or agreed with anyone else to put in a sham proposal; that the respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, 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 proposal are factual; and, further, that the respondent has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

(Signature)

(Typed or Printed Name)



ATTACHMENT C

REFERENCES

List at least three references of contracts with school districts, colleges, and/or public agencies within the last five years.

Name of Organization

Address City State Zip Code

Telephone Email

Name of Organization

Address City State Zip Code

Telephone Email

Name of Organization

Address City State Zip Code

Telephone Email



ATTACHMENT D

DISTRICT MAP & LOCATIONS

Site Description	Address	City	State	ZIP Code
ALLISON ELEMENTARY SCHOOL	4315 DON JULIO BOULEVARD	NORTH HIGHLANDS	CA	95660
BABCOCK ELEMENTARY SCHOOL	2400 CORMORANT WAY	SACRAMENTO	CA	95815
CASTORI ELEMENTARY SCHOOL	1801 SOUTH AVENUE	SACRAMENTO	CA	95815
CREATIVE CONNECTIONS ARTS ACADEMY 7-12	6444 WALERGA ROAD	NORTH HIGHLANDS	CA	95660
CREATIVE CONNECTIONS ARTS ACADEMY K-6	7201 ARUTAS DRIVE	NORTH HIGHLANDS	CA	95660
DEL PASO HEIGHTS ELEMENTARY SCHOOL	590 MOREY AVENUE	SACRAMENTO	CA	95838
DRY CREEK ELEMENTARY SCHOOL	1230 G STREET	RIO LINDA	CA	95673
F.C. JOYCE PK-8	6050 WATT AVENUE	NORTH HIGHLANDS	CA	95660
FAIRBANKS ELEMENTARY SCHOOL	227 FAIRBANKS AVENUE	SACRAMENTO	CA	95838
FOOTHILL HIGH SCHOOL	5000 MCCLOUD DRIVE	SACRAMENTO	CA	95842
FOOTHILL OAKS ELEMENTARY SCHOOL	5520 LANCELOT DRIVE	SACRAMENTO	CA	95842
FOOTHILL RANCH MIDDLE SCHOOL	5001 DIABLO DRIVE	SACRAMENTO	CA	95842
FRONTIER ELEMENTARY SCHOOL	6691 SILVERTHORNE CIRCLE	SACRAMENTO	CA	95842
GARDEN VALLEY ELEMENTARY SCHOOL	3601 LARCHWOOD DRIVE	SACRAMENTO	CA	95834
GRANT UNION HIGH SCHOOL (MAIN)	1400 GRAND AVENUE	SACRAMENTO	CA	95838
GRANT UNION HIGH SCHOOL (WEST)	1221 SOUTH AVENUE	SACRAMENTO	CA	95838
HAGGINWOOD ELEMENTARY SCHOOL	1418 PALO VERDE AVENUE	SACRAMENTO	CA	95815
HAZEL STRAUCH ELEMENTARY SCHOOL	3141 NORTHSTEAD DRIVE	SACRAMENTO	CA	95833
HIGHLANDS HIGH SCHOOL	6601 GUTHRIE WAY	NORTH HIGHLANDS	CA	95660
HILLSDALE ELEMENTARY SCHOOL	6469 GUTHRIE WAY	NORTH HIGHLANDS	CA	95660
KEEMA SCHOOL FOR INDEPENDENT STUDY	5201 ARNOLD AVENUE	MCCLELLAN	CA	95652
KOHLER ELEMENTARY SCHOOL	4004 BRUCE WAY	NORTH HIGHLANDS	CA	95660
LAS PALMAS ELEMENTARY	477 LAS PALMAS	SACRAMENTO	CA	95815
MADISON ELEMENTARY SCHOOL	5241 HARRISON STREET	NORTH HIGHLANDS	CA	95660
MILES P. RICHMOND	4330 KEEMA AVENUE	NORTH HIGHLANDS	CA	95660
MLK JR. TECHNOLOGY ACADEMY	3051 FAIRFIELD STREET	SACRAMENTO	CA	95815
MOREY AVENUE ECD	155 MOREY AVENUE	SACRAMENTO	CA	95838
NORTHWOOD ELEMENTARY SCHOOL	2630 TAFT STREET	SACRAMENTO	CA	95815
NORWOOD JUNIOR HIGH SCHOOL	4601 NORWOOD AVENUE	SACRAMENTO	CA	95838
OAKDALE ELEMENTARY SCHOOL	3708 MYRTLE AVENUE	NORTH HIGHLANDS	CA	95660
ORCHARD ELEMENTARY SCHOOL	1040 Q STREET	RIO LINDA	CA	95673
PACIFIC CAREER AND TECH HIGH SCHOOL	6560 MELROSE DRIVE	NORTH HIGHLANDS	CA	95660
REGENCY PARK ELEMENTARY SCHOOL	5901 BRIDGECROSS DRIVE	SACRAMENTO	CA	95835
RIDGEPOINT ELEMENTARY SCHOOL	4680 MONUMENT DRIVE	SACRAMENTO	CA	95842
RIO TIERRA JUNIOR HIGH SCHOOL	3201 NORTHSTEAD DRIVE	SACRAMENTO	CA	95833
SIERRA VIEW ELEMENTARY SCHOOL	3638 BAINBRIDGE DRIVE	NORTH HIGHLANDS	CA	95660
SMYTHE ACADEMY OR ARTS & SCIENCES 7-8	700 DOS RIOS STREET	SACRAMENTO	CA	95811
SMYTHE ACADEMY OF ARTS & SCIENCES K-6	2781 NORTHGATE ROAD	SACRAMENTO	CA	95833
VILLAGE ELEMENTARY SCHOOL	6845 LARCHMONT DRIVE	NORTH HIGHLANDS	CA	95660
VINELAND PRESCHOOL	6450 20TH STREET	RIO LINDA	CA	95673
VISTA NUEVA CAREER & TECH HIGH SCHOOL	2035 NORTH AVENUE	SACRAMENTO	CA	95838
WESTSIDE ELEMENTARY SCHOOL	6537 WEST 2ND STREET	RIO LINDA	CA	95673
TWIN RIVERS ADULT SCHOOL	5703 SKVARLA	MCCLELLAN	CA	95652
WOODLAKE ELEMENTARY SCHOOL	700 SOUTHGATE ROAD	SACRAMENTO	CA	95815
WOODRIDGE ELEMENTARY SCHOOL	5761 BRETT DRIVE	SACRAMENTO	CA	95842

- ★ Administrative Offices
- Elementary Schools
- Intermediate Schools
- Senior High Schools
- Adult Education
- Charter Schools
- Alternative Sites

Administrative Offices

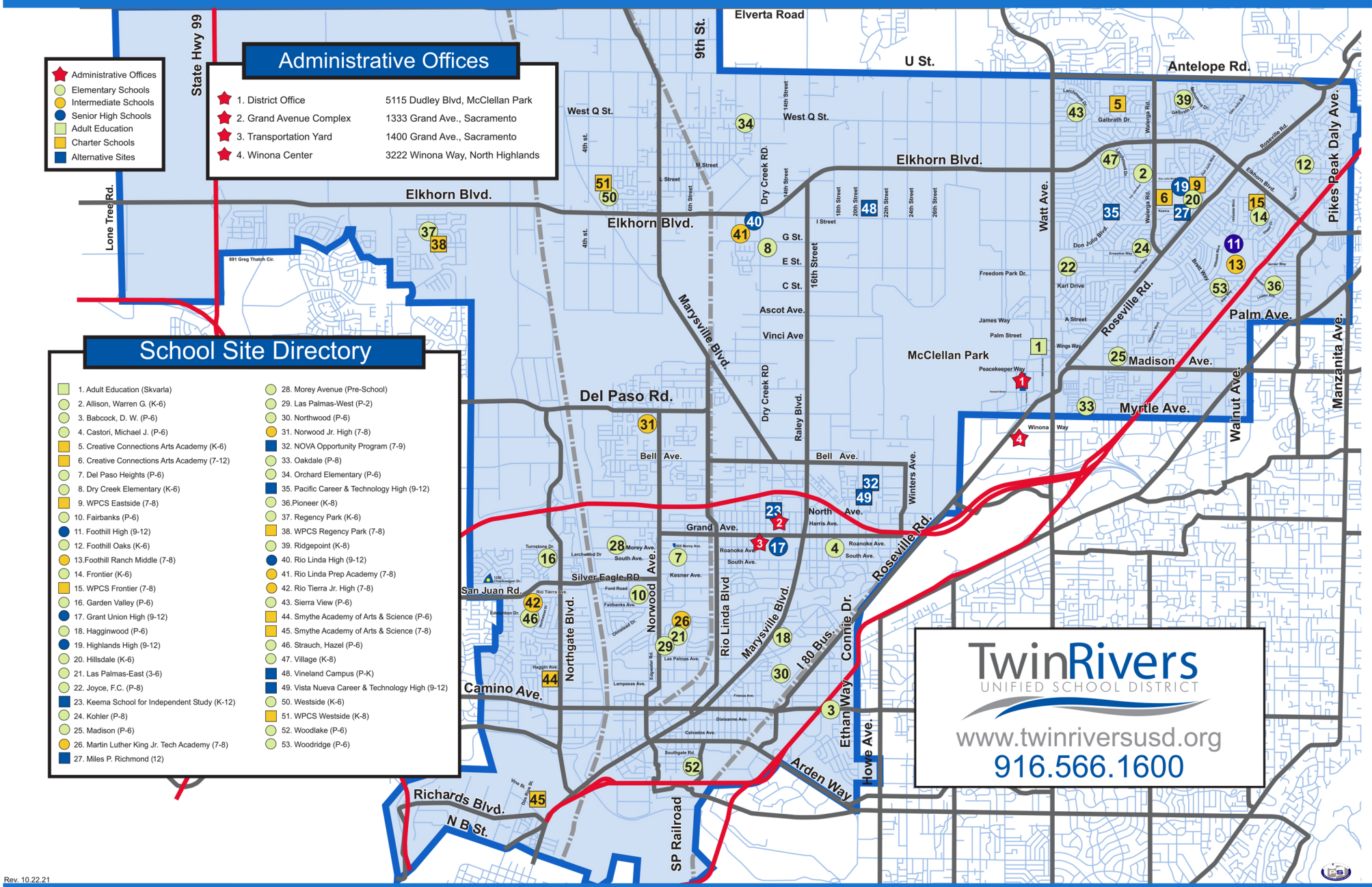
★	1. District Office	5115 Dudley Blvd, McClellan Park
★	2. Grand Avenue Complex	1333 Grand Ave., Sacramento
★	3. Transportation Yard	1400 Grand Ave., Sacramento
★	4. Winona Center	3222 Winona Way, North Highlands

School Site Directory

- | | |
|--|---|
| <ul style="list-style-type: none"> ● 1. Adult Education (Skvaria) ● 2. Allison, Warren G. (K-6) ● 3. Babcock, D. W. (P-6) ● 4. Castori, Michael J. (P-6) ● 5. Creative Connections Arts Academy (K-6) ● 6. Creative Connections Arts Academy (7-12) ● 7. Del Paso Heights (P-6) ● 8. Dry Creek Elementary (K-6) ● 9. WPCS Eastside (7-8) ● 10. Fairbanks (P-6) ● 11. Foothill High (9-12) ● 12. Foothill Oaks (K-6) ● 13. Foothill Ranch Middle (7-8) ● 14. Frontier (K-6) ● 15. WPCS Frontier (7-8) ● 16. Garden Valley (P-6) ● 17. Grant Union High (9-12) ● 18. Hagginwood (P-6) ● 19. Highlands High (9-12) ● 20. Hillsdale (K-6) ● 21. Las Palmas-East (3-6) ● 22. Joyce, F.C. (P-8) ■ 23. Keema School for Independent Study (K-12) ● 24. Kohler (P-8) ● 25. Madison (P-6) ● 26. Martin Luther King Jr. Tech Academy (7-8) ■ 27. Miles P. Richmond (12) | <ul style="list-style-type: none"> ● 28. Morey Avenue (Pre-School) ● 29. Las Palmas-West (P-2) ● 30. Northwood (P-6) ● 31. Norwood Jr. High (7-8) ■ 32. NOVA Opportunity Program (7-9) ● 33. Oakdale (P-8) ● 34. Orchard Elementary (P-6) ■ 35. Pacific Career & Technology High (9-12) ● 36. Pioneer (K-8) ● 37. Regency Park (K-6) ● 38. WPCS Regency Park (7-8) ● 39. Ridgepoint (K-8) ● 40. Rio Linda High (9-12) ● 41. Rio Linda Prep Academy (7-8) ● 42. Rio Tierra Jr. High (7-8) ● 43. Sierra View (P-6) ■ 44. Smythe Academy of Arts & Science (P-6) ■ 45. Smythe Academy of Arts & Science (7-8) ● 46. Strauch, Hazel (P-6) ● 47. Village (K-8) ■ 48. Vineland Campus (P-K) ■ 49. Vista Nueva Career & Technology High (9-12) ● 50. Westside (K-6) ■ 51. WPCS Westside (K-8) ● 52. Woodlake (P-6) ● 53. Woodridge (P-6) |
|--|---|

www.twinriversusd.org

916.566.1600





ATTACHMENT E

SUBCONTRACTORS LIST

For each Subcontractor who will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder’s total Contract Price, the bidder must list a description of the work, the name of the Subcontractor, its California contractor license number, the location of its place of business, and DIR registration number. Bidders: Please print legibly. Illegible forms may be rejected.

Description of Work	Subcontractor Name	CA Contractor License #	DIR Reg. #	Location of Business	Local Vendor Yes/No



ATTACHMENT F

SAMPLE DISTRICT SERVICES AGREEMENT



To be completed by Purchasing

P.O. # _____
Vendor # _____

Twin Rivers Unified School District
Administrative Services
District Mailing Address: 3222 Winona Way, North Highlands, CA 95660

Services Agreement / Contract - \$35,000 or More

This **SERVICES AGREEMENT** (“CONTRACT” or “AGREEMENT”) is made this day of _____, 20____, between the Twin Rivers Unified School District, herein referred to as “DISTRICT,” and _____, hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONTRACTOR has demonstrated its competency to perform the special SERVICES required by this AGREEMENT through its prior experience in:

NOW THEREFORE, the DISTRICT hereby engages the services of CONTRACTOR, and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **INCORPORATION OF RECITALS/PRECEDENCE OF AGREEMENT OVER EXHIBITS:** The parties adopt and incorporate by reference the foregoing recitals as a term of the AGREEMENT. Should there be any ambiguity or inconsistency between any exhibits to this AGREEMENT and the terms of this AGREEMENT, the terms of this AGREEMENT take precedence.
2. **SERVICES:** CONTRACTOR shall perform the following services (“SERVICES”): *(If a separate scope of services or proposal generated by the DISTRICT or the CONTRACTOR is available, attach it and reference it here. Please do not attach an outside vendor’s contract):*
3. **LOCATION:**

List the site(s) where this work will be performed, e.g., District-wide or specific District sites. A list of sites may also be attached:

4. **TERM and TERMINATION:**

Term. This AGREEMENT shall commence on _____ and shall continue through _____ provided all SERVICES under this AGREEMENT are performed satisfactorily. The determination of a satisfactory performance shall be made through sound and reasonable judgment and discretion of the DISTRICT. Subject to applicable laws, this Term may be extended by mutual written consent of the parties in accordance with the provision set forth herein regarding amendments.

Termination. This AGREEMENT may be terminated as follows unless otherwise specified herein:

- a. Mutual AGREEMENT: The Parties may terminate this AGREEMENT at any time by mutual AGREEMENT in writing.
- b. District's Discretion: DISTRICT, at its sole discretion, may terminate this AGREEMENT for any reason on 30 days written notice to the CONTRACTOR.
- c. Breach: Either party may terminate this AGREEMENT in the event of a material breach by the other party. The party seeking termination must describe the breach in sufficient detail to provide the other party with adequate notice and an opportunity to cure. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this AGREEMENT at any time thereafter by providing a written notice of termination.
- d. Licensing/Bankruptcy: DISTRICT may terminate this AGREEMENT immediately upon either of the following events: (1) denial, suspension, revocation, or non-renewal of any license, permit, insurance, or certificate that CONTRACTOR must hold to perform the SERVICES; or (2) in the event CONTRACTOR files for bankruptcy.
- e. Furlough/Non-Appropriation: DISTRICT reserves the right to immediately terminate or suspend this AGREEMENT without notice if DISTRICT's Board of Trustees determines that funding for the SERVICES is insufficient or due to Non-Appropriation of Federal funding.

Upon termination, CONTRACTOR shall provide the DISTRICT with all documents and Work Product created, maintained, or collected by CONTRACTOR pursuant to this AGREEMENT, whether or not such documents are in draft or final form. DISTRICT shall pay CONTRACTOR for all SERVICES performed to DISTRICT's satisfaction in accordance with this AGREEMENT prior to the termination date. Any amounts disputed and unpaid by the DISTRICT shall be withheld pending the outcome of the dispute resolution.

5. FEE, PAYMENT and TAXES:

Fee. DISTRICT shall pay CONTRACTOR for work satisfactorily rendered pursuant to this AGREEMENT in the amount of \$ _____. This sum shall be payable _____.

Payment. CONTRACTOR shall submit invoices to the District Accounts Payable Department requesting payment for completion of the work at the above-noted intervals. DISTRICT shall review and validate all invoices for approval before payment and then remit payment within thirty days of approval.

CONTRACTORS PLEASE NOTE: Invoices should be submitted to Accounts Payable, Twin Rivers Unified School District, 3222 Winona Way, North Highlands, CA 95660. As a general procedure, payment is remitted 30 days from receipt and verification of invoice.

INITIATORS PLEASE NOTE: Accounts Payable will not process payment until the services have been completed and you furnish verification by transmitting a Request for Direct Payment Form. If progress payments are needed, they must be stated in the contract and supported by Requests for Direct Payment.

Upon early termination pursuant to the provisions of Paragraph 4 above, DISTRICT shall pay CONTRACTOR for all SERVICES performed to DISTRICT's satisfaction prior to the date of notification of termination. Any amounts disputed by the DISTRICT shall be withheld pending the outcome and resolution of such dispute, in accordance with the dispute resolution procedures set forth in Paragraph 30 herein.

Taxes. CONTRACTOR agrees to complete the "Request for Taxpayer Identification Number and Certification" (Form W-9) within this AGREEMENT and acknowledges that the DISTRICT will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by CONTRACTOR. If applicable, DISTRICT will provide CONTRACTOR and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS and will withhold 7% from all payments for out-of-state (non-California) CONTRACTORS, in accordance with California Revenue and Taxation Code Section 18662. DISTRICT shall not otherwise withhold or set aside income tax, Federal Insurance Contributions Act tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the CONTRACTOR to account for all of the above, and CONTRACTOR agrees to hold DISTRICT harmless from all liability for these taxes.

6. BUDGET CODE(S).

_____	% or \$:	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-
_____	% or \$:	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-
_____	% or \$:	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-
_____	% or \$:	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-
_____	% or \$:	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-
_____	% or \$:	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-	_____	-

Total \$ _____

Justification of Expenditure

- 7. INDEPENDENT CONTRACTOR.** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent CONTRACTOR. CONTRACTOR and its employees shall not be considered employees of the DISTRICT and are not entitled to benefits of any kind normally provided to employees of the DISTRICT, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes full responsibility for the acts and/or omissions of its employees or agents in the performance of the SERVICES. CONTRACTOR shall have no authority to bind DISTRICT in any manner nor to incur any obligation, debt, or liability of any kind on behalf of, or against, the DISTRICT. CONTRACTOR agrees to defend, indemnify, and hold harmless the DISTRICT from any loss, damage, or sums claimed against the DISTRICT by reason of CONTRACTOR's breach or failure to perform as recited.
- 8. CONTRACTOR QUALIFICATIONS, LICENSING AND STANDARDS OF CARE.** CONTRACTOR represents that CONTRACTOR, and CONTRACTOR'S employees and agents, shall have in effect all licenses, credentials, permits, and other legally required qualifications to perform the SERVICES under this AGREEMENT without the advice, control, or supervision of DISTRICT. CONTRACTOR'S SERVICES will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules, and regulations. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the SERVICES. CONTRACTOR understands that the DISTRICT relies upon such professional quality, accuracy, completeness, and coordination by CONTRACTOR in performing the SERVICES.
- 9. USE OF AGENTS AND ASSISTANTS/REMOVAL OF EMPLOYEES OR AGENTS.** To the extent necessary to enable the CONTRACTOR to provide the SERVICES, the CONTRACTOR may engage any agent or assistant that the CONTRACTOR may deem proper at the CONTRACTOR's own expense. It is agreed that any agent or assistant hired by CONTRACTOR will explicitly not be employed by the DISTRICT. If the DISTRICT determines any of CONTRACTOR's officers, employees, agents, or subcontractors to be uncooperative, incompetent, a threat to the performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, or subcontractors fail or refuse to perform the Work in a manner acceptable to the DISTRICT, the DISTRICT reserves the right to require that CONTRACTOR remove person from performance of the SERVICES hereunder.
- 10. ORIGINALITY OF SERVICES.** Except as to standard generic details, CONTRACTOR agrees that all technologies, formulas, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions that CONTRACTOR may produce and submit to the DISTRICT in connection with this AGREEMENT shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any third-party source.
- 11. INTELLECTUAL PROPERTY.** DISTRICT agrees that CONTRACTOR may use its previously developed proprietary materials and resources in fulfillment of this AGREEMENT. All prior developed material shall remain under the exclusive ownership of the CONTRACTOR.

- 12. WORK PRODUCT OWNERSHIP.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by CONTRACTOR under this AGREEMENT shall be the sole and exclusive property of DISTRICT. No Work Product produced, either in whole or in part, under this AGREEMENT shall be subject to private use, copyright, or patent by CONTRACTOR without the prior written consent of the DISTRICT. DISTRICT shall have all rights, titles, and interests in and to the Work Product, including the right to secure and maintain the copyright, trademark, and/or patent rights in said Work Product in the name of the DISTRICT (specifically excluding any underlying pre-existing intellectual property). DISTRICT may use CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the Work Product for any purpose and in any medium.
- 13. EQUIPMENT AND FACILITIES.** CONTRACTOR shall furnish, at their own expense, all labor, materials, equipment, supplies, and other items necessary to complete the SERVICES to be provided pursuant to this AGREEMENT. DISTRICT will provide CONTRACTOR access to all needed records and materials held by the DISTRICT that DISTRICT determines are pertinent to and necessary for the completion of the SERVICES hereunder unless such materials are confidential and not subject to disclosure.
- 14. DEVOTION OF TIME.** CONTRACTOR shall devote such time and energy to the performance of its duties under this AGREEMENT as is reasonably necessary for a satisfactory performance. Should DISTRICT require SERVICES not included in this AGREEMENT, CONTRACTOR shall make a reasonable effort to accommodate the District's additional requirements without decreasing the effectiveness of the performance of the duties hereunder.
- 15. INSURANCE AND INDEMNIFICATION.**

Insurance Requirements. During the term of this AGREEMENT, at CONTRACTOR's sole cost and expense, CONTRACTOR agrees to procure and maintain the following insurance:

- CONTRACTOR shall maintain **Commercial General Liability** insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to these SERVICES or the general aggregate limit shall be twice the required occurrence limit. CONTRACTOR'S general liability policies shall be primary and shall not seek contribution from the DISTRICT'S coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that DISTRICT and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
- If applicable for SERVICES involving hired/volunteer adults working with students in school activities, therapy, recreational programs, athletics, studies, or any activities involving the custodial care of children, CONTRACTOR shall provide **Sexual Abuse-Molestation** coverage with a limit of no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. This insurance shall cover potential claims of sexual abuse or molestation. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the SERVICES required by this AGREEMENT.
- CONTRACTOR shall provide **Business Automobile Liability** coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.
- If applicable for professional SERVICES from an accountant, architect, attorney, claims administration firm, consultant, insurance broker, engineer, financial advisor, medical professional, or other person who maintains a professional license CONTRACTOR shall provide **Professional Liability** coverage that

insures against professional errors and omissions that may be made in performing the SERVICES to be rendered in connection with this AGREEMENT, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the SERVICES required by this AGREEMENT.

- For CONTRACTORS with employees, CONTRACTOR shall maintain **Workers' Compensation** Insurance with Statutory Limits and **Employer's Liability** Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. CONTRACTOR shall submit to DISTRICT, along with the certificate of insurance, a waiver of subrogation endorsement in favor of DISTRICT.
- If CONTRACTOR is providing technology-related products or SERVICES and has access to personally identifiable information of the DISTRICT, CONTRACTOR shall maintain **Cyber Liability** Insurance with required limits of not less than one million dollars (\$1,000,000) per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by CONTRACTOR in this AGREEMENT and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

Each insurance policy required by the AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to the DISTRICT, except that ten (10) days prior written notice shall apply in the event of cancellation for nonpayment of premium. All self-insured retentions and deductibles above \$100,000 must be declared to and approved by the DISTRICT.

Evidence of Insurance - **Prior to the commencement of work, CONTRACTOR shall furnish the DISTRICT with certificate(s), additional insured endorsement(s), and waiver(s) of subrogation evidencing compliance with the insurance requirements above.** Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher. The CONTRACTOR shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein. However, insurance requirements may be determined on a "per subcontractor" basis, considering the particular work to be done by the subcontractor.

I, the Initiator, acknowledge that I have attached a Certificate of Insurance, Additional Insured Endorsement, and Waiver of Subrogation from the Contractor evidencing compliance with the insurance requirements above.

Please contact Contract Services & Risk Management with questions: risk.management@trusd.net

Indemnification.

- **Indemnity for Professional Liability:** When the law establishes a professional standard of care for CONTRACTOR's SERVICES, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend, and hold harmless District and any and all of its officials, employees and volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault between the CONTRACTOR and the DISTRICT in the performance of professional SERVICES under this AGREEMENT.
- **Indemnity for Other than Professional Liability:** Other than in the performance of professional SERVICES and to the full extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT and any and all of its employees, officials, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs

of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONTRACTOR or by any individual or DISTRICT for which CONTRACTOR is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONTRACTOR, except when caused by the active negligence or willful misconduct of the DISTRICT.

- 16. BUSINESS LICENSES AND CERTIFICATE PERMITS.** As an independent CONTRACTOR, it shall be the sole responsibility of CONTRACTOR to obtain any needed business licenses, certificates, or permits to conduct business to meet the terms of this AGREEMENT.
- 17. ASSIGNMENT AND SUBCONTRACTING.** This AGREEMENT and the duties required hereunder may not be assigned to any third party without the written consent of the DISTRICT. In the event of an assignment by CONTRACTOR to which DISTRICT has consented, the assignee or his/her legal representative shall agree in writing with DISTRICT to personally assume, perform, and be bound by the covenants, obligations, and AGREEMENTs contained herein. Additionally, CONTRACTOR shall not subcontract any portion of this AGREEMENT without the written consent of the DISTRICT. In the event that a subcontract is approved by the DISTRICT, all requirements of this AGREEMENT shall flow down and apply to the subcontractor.
- 18. FINGERPRINTING AND CALIFORNIA DOJ CLEARANCE.** CONTRACTOR agrees to comply with the requirements of California Education Code section 45125, as follows:

All current and subsequent employees, volunteers, and subcontractors of CONTRACTOR who will, or are likely to, interact with DISTRICT students are required to obtain clearance from both the California Department of Justice ("CADOJ") and clearance from the Federal Bureau of Investigation ("FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, **CONTRACTOR shall require all current and subsequent employees, volunteers, and subcontractors to submit fingerprints through DISTRICT's background clearance process, which includes Live Scan fingerprinting. This process can be completed from any Department of Justice approved fingerprint location using the District's Live Scan form.**

In addition, CONTRACTOR shall require all current and subsequent employees, volunteers, and subcontractors who will interact with DISTRICT students outside the immediate supervision and control of the student's parent or a DISTRICT employee to enroll in DISTRICT's subsequent arrest notification service as required by California Penal Code section 11105.2.

No current or subsequent employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h), shall interact with DISTRICT students outside the immediate supervision and control of the student's parent or an DISTRICT employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's current or subsequent employees, volunteers, and subcontractors shall not interact with DISTRICT students unless and until CADOJ and FBI clearances are ascertained through DISTRICT's Live Scan system.

- 19. EMPLOYMENT WITH A PUBLIC AGENCY.** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the time in which SERVICES are actually being performed pursuant to this AGREEMENT. If

CONTRACTOR is a CALPERS or CalSTRS annuitant, CONTRACTOR must disclose this fact to the DISTRICT before signing this AGREEMENT and will be compensated through the DISTRICT'S Payroll and Benefits department.

- 20. ANTI-DISCRIMINATION.** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and DISTRICT policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
- 21. SAFETY, SECURITY, CONTROLLED SUBSTANCES.** CONTRACTOR is responsible for maintaining safety in the performance of this AGREEMENT. CONTRACTOR shall adhere to the DISTRICT'S rules and procedures pertaining to safety, security, and driving on school grounds, particularly when children are present. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol, or tobacco on school sites. Upon arriving each day, CONTRACTOR'S employees and agents must report to the school's main office, scan their California Driver's License or other official ID into the school's digital visitor system, Hall Pass, and receive a daily visitor ID, which they must wear at all times while on site.
- 22. NO SOLICITATION.** In order to avoid interruption to the education of students and the operation of DISTRICT schools, CONTRACTOR shall not engage in any sales or the solicitation of business on any DISTRICT property or through the use of any DISTRICT resources or systems, absent the express prior written consent of the DISTRICT'S Chief Business Official or designee, which express written consent must be obtained no fewer than five days in advance of the occurrence of any such sale or solicitation.
- 23. STUDENT DATA PRIVACY.** If CONTRACTOR will provide technology SERVICES that involve the digital access, use, storage, or management of student records, then CONTRACTOR must sign a separate California Student Data Privacy Agreement in compliance with Education Code Section 49073.1. and attach a student data privacy certification for compliance with Education Code section 49073.1. The California Student Data Privacy Agreement is available through the DISTRICT. Student records include any information directly related to a student maintained by the DISTRICT or acquired directly from the student through the use of instructional software or applications assigned to the student by a DISTRICT employee.
- 24. RECORD RETENTION AND AUDIT.** CONTRACTOR shall establish and maintain books, records, and systems of account in accordance with generally accepted accounting principles, reflecting the SERVICES and transactions completed under this AGREEMENT. CONTRACTOR shall retain such records throughout the term of this AGREEMENT, during any extensions or renewals, and for three (3) years thereafter. Additionally, pursuant to Government Code Section 8546.7, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit by the State Auditor as specified in the Government Code. CONTRACTOR shall permit the DISTRICT or an independent auditor to audit, review, and make copies of all such records. Audit(s) may be performed at any time, provided that the DISTRICT shall give reasonable prior notice to CONTRACTOR and shall conduct an audit(s) during CONTRACTOR'S normal business hours unless CONTRACTOR otherwise consents.
- 25. LIMITATION OF DISTRICT LIABILITY.** Other than as provided in this AGREEMENT, the DISTRICT'S financial obligations under this AGREEMENT shall be limited to the payment of Fees identified in Section 5 of this AGREEMENT and in any subsequent Amendments hereto. Notwithstanding any other provision of this

AGREEMENT, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

26. **CONFIDENTIALITY.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employees, and/or subcontractors shall maintain the confidentiality of all information received in the course of performing the SERVICES. This requirement to maintain confidentiality shall extend beyond the termination of this AGREEMENT.
27. **PUBLIC HEALTH MANDATES – DISTRICT POLICY.** CONTRACTOR agrees to comply with all local, state, and Federal Public Health Mandates, guidance, and related DISTRICT Policies and protocols.
28. **WAIVER.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **ENTIRE CONTRACT.** This AGREEMENT supersedes any and all other AGREEMENTS, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other AGREEMENT, statement, or promise relating to the subject matter of this AGREEMENT which is not contained herein shall be valid or binding.
30. **DISPUTES.** Notwithstanding the requirements set forth in Government Code section 900, et seq., any and all disputes that arise out of this AGREEMENT shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to binding arbitration in accordance with the American Arbitration Association. Pending the resolution of any dispute, the CONTRACTOR agrees that it will neither rescind the AGREEMENT nor stop the performance of the SERVICES.
31. **SEVERABILITY.** In the event that any provision of this AGREEMENT is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this AGREEMENT will be affected by such holding, and all of the remaining provisions of this AGREEMENT will continue in full force, and effect, unless to do so would invalidate the intent of the parties in entering into this AGREEMENT.
32. **AMENDMENTS.** The terms of this AGREEMENT shall not be modified, supplemented, or amended in any manner whatsoever except by written AGREEMENT signed by both parties.
33. **GOVERNING LAW.** This AGREEMENT shall be governed by, and the rights, duties, and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California, and the venue shall be appropriate in Sacramento, California.
34. **NOTICE.** Any notice required or permitted to be given under this AGREEMENT shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, to the primary mailing addresses of the DISTRICT and CONTRACTOR.
35. **FORCE MAJEURE.** In the event either party is unable to perform its obligations under the terms of this AGREEMENT because of acts of God, strikes, pandemics, or other such events reasonably beyond the parties' control, such non-performing party shall not be liable for damages resulting from such failure to perform;

provided, however, that such non-performing party must notify the other party of its inability to perform due to a force majeure event and must resume performance as soon as is reasonably practicable thereafter.

36. AGREEMENT CONTINGENT UPON BOARD APPROVAL. DISTRICT shall not be bound by the terms of this AGREEMENT until it has been formally approved by the District’s Board of Trustees, and no payment shall be made or owed to CONTRACTOR absent that formal approval. This AGREEMENT is deemed approved when it has been signed by the Superintendent, Chief Business Official, or other Designee.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date set forth below.

Contractor Printed Name	/	Authorized Signature	/	Date	/	Email Address
Address		City		State		Zip Code
						Phone

NOTE: SERVICES MAY NOT BEGIN, AND P.O. WILL NOT BE ISSUED UNTIL THE DISTRICT RECEIVES BACKGROUND CLEARANCE (SEC. 17) AND INSURANCE DOCUMENTATION (SEC. 15).

TO BE COMPLETED BY INITIATOR AND CONFIRMED BY HUMAN RESOURCES			
Fingerprinting (Ed Code 45125)	Required	TB Clearance (AR 1240)	Required
	Not Required		Not Required

_____ Director Contracts & Risk Management	_____ Date	_____ Budget Services	_____ Date
_____ Administrator	_____ Date	_____ Sr. Budget Analyst	_____ Date
_____ School Leadership (if applicable)	_____ Date	_____ Budget Director/Executive Director	_____ Date
_____ Special Funding (if applicable)	_____ Date	_____ Chief Business Official/Authorized Designee	_____ Date
_____ Date of Board Approval		_____ Payroll Notes (if applicable)	