



SALINAS
CITY ELEMENTARY
SCHOOL DISTRICT

Salinas City Elementary School District

REQUEST FOR PROPOSAL - RFP #2023-24/001

Energy Conservation and Infrastructure Improvement Services

Request for Information Deadline	Friday, March 1, 2024	8:00 A.M.
Answers Posted	Tuesday, March 5, 2024	
Proposal Due Date	Friday, March 8, 2024	3:00 P.M.
Proposal Submittal <i>Online only</i>	Salinas City Elementary School District Vendor Registry URL: CLICK HERE	3:00 P.M.

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Notice Calling for Requests for Proposals

District: Salinas City Elementary School District
Project Description: **Energy Conservation and Infrastructure Improvement Services**
Project Number: RFP # 2023-24/001
Proposals Due By: March 8, 2024; 3:00 PM

RFP Documents Available and Must be Submitted Via:
Salinas City Elementary School District, VENDOR REGISTRY - <https://bit.ly/SCESDVendorRegistry>

NOTICE IS HEREBY GIVEN that the Salinas City Elementary School District, invites proposals from qualified firms to provide services for the design, development, and implementation of a district-wide energy conservation and infrastructure improvement program that will result in energy utility savings consistent with the provisions of Government Code section 4217.10 et. seq.

Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above shall be considered.

No Withdrawal of Bid Proposals. The District’s Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Bid Proposals shall not be withdrawn by any Bidder for a period of Ninety (90) calendar days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

Award of Contract. The Contract for the Work, if awarded, will be by action of the District’s Board of Education to the Bidder that meets the qualifications and matrix established by the RFP documents.

Inquiries and Clarifications. This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than Friday, March 1, 2024, 8:00 AM. The District will respond by the end of the business day on Tuesday, March 5, 2024. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in on Vendor Registry - <https://bit.ly/SCESDVendorRegistry>

Elizabeth Lopez
Director of Compliance and Procurement, Business Services
Salinas City Elementary School District
Monterey County, State of California
FOR: The Board of Trustees

Publication:
Monterey County Weekly and Vendor Registry
1st Publication: February 15, 2024
2nd Publication: February 22, 2024
Central Coast Builders Association
Publication: February 15, 2024

Terms and Conditions

A. Overview

The Salinas City Elementary School District is seeking competitive proposals from qualified design-build firms capable of providing comprehensive energy, gas, & water infrastructure improvements. The District's ultimate goal is to utilize financial savings realized from more efficient buildings towards other upgrades and programs that enhance student learning.

The award of a contract, if made by the District, will be based on the District's assessment of qualifications pursuant to the following criteria. The District will review responses and reserves the right to accept one or more proposals. Any selection will be based upon the best interest of the District.

The primary point of contact for this RFP is Elizabeth Lopez, Director of Compliance & Procurement, Business Services. Proposals in response to this RFP are due by 3:00:00 PM (Pacific Time) on March 8, 2024, via Vendor Registry at <https://bit.ly/SCESDVendorRegistry>.

The Salinas City Elementary School District is located at 840 South Main Street, Salinas, CA 93901. Respondents are required to submit their proposals online via Vendor Registry in the order that is outlined in Section G below. Original signatures will be required upon notification of the District's intent to award a contract.

B. Scope of Work

Upon award, the selected respondent will be required to perform site assessments at each of the District's facilities to evaluate infrastructure improvements in order to develop a scope of work tailored for its needs. Specifically, the awarded respondent will evaluate and propose applicable conservation measures including but not limited to the following areas of focus:

1. Focus areas:

- Solar, battery storage, and other renewable technology
- Heating Ventilation & Air Conditioning (HVAC) system optimization, retrofit, upgrade or replacement
- Interior & exterior lighting upgrades
- Building Automation System (BAS) installation, upgrade, or expansion
- Electronic Vehicle (EV) charging infrastructure implementation
- Water conservation and irrigation system improvements
- Building envelope upgrades
- Other related infrastructure improvements
- Other training, remote monitoring services, and on-going support services that will ensure objectives of program are met over the term of the agreement

C. Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations without the written consent of the District, which may be given or withheld in its sole and absolute discretion. Reproduction of District documents is permitted, so long as reproduced copies are exactly identical in size, format and content as the forms prepared by the District. Any proposal submitted in altered form may result in rejection of such proposal at the option of the District.

D. Inspection of Documents

1. Each Service Provider receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages or other indication of incomplete information provided to the Service Provider.
2. The failure or neglect of any Service Provider to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Service Provider from obligations with respect to their proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the proposal documents by a Service Provider must be acknowledged on the proposal before the time proposals are due.

E. Agreement Document:

1. The proposal must include a signed agreement, using the District’s document. The District reserves the right to reject or revise any submitted agreement. The District also reserves the right to select any proposal that the District believes is in the best interest of the District, which may not provide the lowest price(s) submitted.
2. **Contract Term** – Pursuant to the provision of California Education Code Section 17596, school districts may extend contracts for services up to five (5) years. Therefore, the minimum contract term is from **xxxx, 2024 through xxxxx, with four annual renewals**. The Service Provider is required to submit, in writing before May 28th, a request to renew subject to the terms of this RFP. Annual increases will be based on CPI (not to exceed 3% per year).

F. Piggyback Clause

For the term of the agreement and any mutually agreed extensions pursuant to this request for bids, *at the option of the Service Provider*, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to Section §20118 (K-12) and §20652 (Community Colleges) of the Public Contract Code.

The Salinas City Elementary School District waives its right to require such other districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, to draw their warrants in the favor of the District as provided by said code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback Option granted: _____ (Please initial)

OR

Piggyback Option not granted: _____ (Please initial)

G. Proposal Content and Format

The Service Provider's proposal must follow this order of content to be considered responsive.

1. Pricing Sheet

2. Narrative

The bidder will include with their proposal a written narrative, detailing the means, methods, and transport mediums, of the proposed service offering. The Proposal Narrative shall not exceed TEN (10) pages (page limit excludes RFP Forms and/or copies of the bidder's contract).

The proposal narrative shall include at a minimum:

- i. A brief description of the company, firm or individual proposing to provide services and products (if applicable).
- ii. Description of ability to provide services as per the Scope of Work (Section B above)
- iii. An implementation plan, including a sample project schedule, for the successful delivery of the proposed service.
- iv. A description of availability to provide the services, including a description of current workload.
- v. A qualitative and quantitative narrative demonstrating a history of successful execution of projects and outcomes for the service specified with other school districts.
- vi. Identify the number of personnel or workforce available to provide services.

3. Corporate Profile

This section should include an overview of the company's history and current financial status and related documents such as brochures, financial statements, SEC 10Q/Ks, and other standard information. Financial documents will be kept secured and not subject to public information.

4. Insurance Certificates

Copy of Service Provider's current liability insurance and workers compensation in conformance with the contract documents. The Service Provider must be prepared to provide, upon the District's Notice of Intent to Award a Contract, the Certificate of Insurance naming Salinas City Elementary School District as additional insured and endorsement pages.

5. Mandatory Forms (Certificates and Certification Documents)

In addition to the items outlined above, this section should include the following additional required forms contained in this RFP document. Failure to provide these documents will deem the bidder non-responsive.

- Proposal Form
- Non-Collusion Affidavit

- Certificate Regarding Worker’s Compensation
- Acknowledgement of Bidding Practices Regarding Indemnity
- Certificate of a Drug-Free Workplace
- Certification Regarding Alcohol and Tobacco Free Campus
- Service Provider References and Responsibility Information): Must provide a minimum of five (5) references, preferably from a K-12 school district, that demonstrate experience as well as the ability to provide the services requested in this RFP.
- Signed Agreement

H. Evaluation and Award of Contract

1. Evaluation Criteria: Written proposals will be initially screened for completeness. Proposals that are not materially complete, in the District’s discretion, will not be evaluated further and deemed non-responsive and rejected. The remaining proposals will be evaluated using the following criteria. All data and information in the written proposal will be subject to verification.

Selection Criteria	Weight
Price	35%
Solution, including willingness to configure the delivery of its services to meet the requirements of the District	30%
References - Quality of References (preferably local K-12 references); must demonstrate a history of successful execution of projects for the service specified	15%
Possession of a current and valid contract that has been competitively bid, pursuant to California Public Contract Code Section 20118	5%
Prior Experience with SCESD	15%
Total	100%

2. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more Service Providers by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others.
3. The District reserves the right to request additional information and/or clarifications from any or all Service Providers that respond to this RFP.

I. Rejection of Proposal and Waiver of Irregularities

The District reserves the right to reject any or all proposals and to waive any immaterial irregularities in the proposal process or any proposal. The District also reserves the right to select any proposal which the District believes is in the best interest of the District which may not provide the lowest price(s) submitted.

The right is reserved, as the interests of the District may require, to revise or amend the proposal documents prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for Proposals. If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the date set for the opening of the proposals may be postponed by such number of days as in the opinion of the District will enable Service Providers to revise their proposals to account for such changes. In such cases, the addendum will include an announcement of the new date for opening proposals.

J. Erasures or Corrections to Entries

The proposal documents submitted must not contain any erasures, strikeouts or other corrections of entries that impair accurate interpretation of the entry and/or understanding of the proposal.

If correction of an unintended entry is desired such correction must be clear and legible and clearly authenticated by initials of the person signing the proposal. Unclear or unauthenticated corrections may result in rejection of the proposal at the option of the District.

K. Withdrawal or Amendment of Submitted Proposal

1. Any proposal that has been submitted may be withdrawn prior to the scheduled time for opening of proposals. A request to withdraw a proposal must be in writing and received by the District prior to the scheduled time for opening of proposals.
2. No amendment, addendum or modification will be accepted after the proposal has been submitted to the District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the time for opening of proposals.
3. No Service Provider may submit more than one proposal.
4. After the scheduled time for receiving proposals, these proposals may not be withdrawn for sixty (60) days.

L. Obtaining Information

1. Outside sources. The District reserves the right to obtain from any and all sources information concerning a Service Provider which the District deems pertinent to this Request for Proposal and to consider such information in evaluating the Service Provider's proposal.

M. Proposal Costs

The District shall not be liable for any cost incurred by a Service Provider in the preparation or delivery of its response to the Request for Proposal or for any other costs incurred because of this Request for Proposal.

N. Proposal Disclosure

1. All proposals received shall remain confidential until the intent to award a contract resulting from this Request for Proposal is signed by the District and the apparent successful Service Provider; thereafter the proposals shall be deemed public records. In the event that a Service Provider desires to have portions of its proposal remain

confidential, it is incumbent upon the Service Provider to identify those portions in its transmittal letter deposited with the proposal package. The transmittal letter must identify the page, the particular exemption(s) from disclosure and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be confidential must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.

2. The District will consider a Service Provider's request(s) for confidentiality; however, the District will not be bound by the assertion that a page contains confidential material. An assertion by a Service Provider that an entire volume of its proposal is confidential will not be honored. The District reserves the right to disclose all information in the proposal, even if the Service Provider requests that it remain confidential, if the District determines that disclosure is not prohibited by law or court order.
3. Until a contract resulting from this Request for Proposal is executed, no employee, agent or representative of any Service Provider shall make available or discuss its proposal with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in the Request for Proposal or in writing by the District for the purposes of clarification and evaluation.
4. Service Providers shall not issue any news release(s) or make any statement to the news media pertaining to this Request for Proposal or any proposal and/or contract or work resulting therefrom without the prior written approval of the District which may be given or withheld in its sole and absolute discretion and then only in cooperation with the District.

O. Data

The District provides information herein to assist Service Providers in formulating their proposals. Although the District is providing this information in good faith, the District makes no warranty or representation about its accuracy, and the District does not intend any Service Provider to rely solely on the accuracy of the information in submitting his/her proposal.

P. Patents

The Service Provider shall hold the Salinas City Elementary School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this proposal.

Q. Signatures

All proposals must show the company/firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

R. Cancellation for Insufficient or Non-Appropriated Funds

The Service Provider hereby agrees and acknowledges that monies utilized by the District to purchase the services listed in this proposal are public money appropriated by the State of California, the Federal Government, or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this proposal at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

S. Payment

Cash discounts of twenty (20) days or more are acceptable. Cash discounts of less than 20 days are not acceptable and will be considered as net 30 days. Net payments are normally paid within 30 days.

T. Limitation on Expansion of Services

Following approval of the best value proposal, the successful Service Provider may not alter the proposed pricing without the prior written permission of the awarding agency.

U. Insurance Provided By Service Provider

Pursuant to Article 6 of the General Conditions, the Service Provider shall provide and maintain the following insurance coverage amounts as set forth below. Such liability insurance shall:

Specify that its coverage is primary.

Be underwritten by a carrier acceptable to the District with a rating of A+ or A++

Include the following coverage:

Premises and operations

Contractual Liability

Personal Injury

Broad Form Liability Endorsement

Sexual Abuse Molestation Coverage (if working directly with students)

Workers Compensation Insurance

In accordance with limits established by law.

Employers Liability Insurance: \$1,000,000

Commercial General Liability Insurance

Per Occurrence \$2,000,000

Aggregate \$5,000,000

Automobile Liability Insurance \$1,000,000

V. Insurance Provided by Subcontractors

Pursuant to Article 6 of the General Conditions, all Subcontractors and Sub-Subcontractors shall provide and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Workers Compensation Insurance

In accordance with limits established by law.

Employers Liability Insurance \$1,000,000

Commercial General Liability Insurance	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage Per Occurrence	\$1,000,000

W. Protest by Bidders

A bidder may protest a bid award if it is believed that the award was inconsistent with Board policy or the bid’s specifications or was not in compliance with law.

1. A protest must be filed in writing with the Assistant Superintendent, Business Services as indicated in the bid or contract documents to which the protesting bidder is protesting.
2. A protest can be filed within five business days following the date of issuing a Notice of Intent to Award a contract. The bidder shall submit all documents supporting or justifying the protest. A bidder’s failure to timely file a protest shall constitute a waiver of their right to protest the award of the contract.
3. The Assistant Superintendent, Business Services shall review the documents submitted with the bidder’s claims and render a decision in writing within 30 days.
4. The bidder may appeal the Assistant Superintendent, Business Services’ decision to the Board. The Assistant Superintendent, Business Services shall provide reasonable notice to the bidder of the time for Board consideration of the contract award. The Board’s decision shall be final.

X. General Requirements

1. All Service Providers are required to comply with Labor Code Section 3700. This section mandates that employers in the State must have Worker’s Compensation Insurance that covers every employee. The Worker’s Compensation Certificate included in this proposal must be completed and returned with the submittal.
2. All Service Providers must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within SCESD must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ. The district has provided a certificate of understanding that must be returned with this RFP submittal.
3. Anti Discrimination: It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Service Provider 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. In addition, the Service Provider agrees to require like compliance by any of their subcontractors employed on the work.

Y. Hold Harmless

The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent contractors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents, or subcontractors; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, or subcontractors in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

Z. Written Inquiries Deadline – Addenda

This document is for informational purposes and shall not relieve the Bidder of the requirements to fully become familiarized with all the factors affecting the Proposal. The Bidder is advised that all inquiries and clarifications about the RFP documents, specifications, etc., shall be submitted to the District in writing no later than Friday, March 1, 2024 8:00 AM. The District will respond by the end of the business day on Tuesday, March 5, 2024. Verbal communication by either party with regard to this matter is invalid. Inquiries shall be made in writing on Vendor Registry - <https://bit.ly/SCESDVendorRegistry>.

END OF SECTION

PROPOSAL FORM

Request For Proposal – RFP # 2023-24/001 Comprehensive Infrastructure Renewal and Resiliency Program

TO: Salinas City Elementary School District, 840 South Main Street, Salinas, CA 93901

Date		
Submitted By:		
	Service Provider Name and Title	
	Service Provider Address	
	Telephone	Email Address

Having examined the proposal documents for the High-Quality Tutoring for the Salinas City Elementary School District and having inspected the sites of/and the conditions affecting and governing the services of said services, the undersigned Service Provider hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment required to provide the High-Quality Tutoring as outlined on the schedule of fees.

Acknowledgment of Addenda. In submitting this Proposal, the undersigned Bidder acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

No. ____, Dated _____ _____	No. ____, Dated _____
No. ____, Dated _____ _____	No. ____, Dated _____
<input type="checkbox"/>	Or check here if no addenda were issued.

Additional Information:

Notices. All notices or other correspondence shall be addressed to the District and the Service Provider at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

Confirmation of Figures. By submitting this Proposal, the Service Provider confirms that it has checked all of the

figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Service Provider in preparing and submitting this Proposal.

Acknowledgment and Confirmation. The undersigned Service Provider acknowledges its receipt, review and understanding of the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Service Provider certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing and performing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Service Provider certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Service Provider certifies that its bid amount includes funds sufficient to allow the Service Provider to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Service Provider’s failure to comply with applicable law in this regard.

The undersigned hereby proposes and agrees to furnish and deliver the goods and services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. This proposal is subject to a cash discount of _____% _____ days.

Name of Company:	
By:	
Name of Authorized Officer or Agent:	
Title:	
Date:	

(Corporate Seal)

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the company/firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.*

All of the pages of the Proposal Form must be completed and submitted with your proposal.

NON-COLLUSION STATEMENT

STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

I, _____ being first duly sworn, deposes and says that I
 (Typed or Printed Name)
 am the _____ of _____, the party
 (Title) (Bidder Name)
 submitting the foregoing Proposal (the "Bidder"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

- 1.01 The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
- 1.02 The Proposal is genuine and not collusive or sham.
- 1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
- 1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
- 1.05 All statements contained in the Bid Proposal and related documents are true.
- 1.06 The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20____ at _____
 (City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Company:	
By:	
Name of Authorized Officer or Agent:	
Title:	
Date:	

This form must be completed and submitted with your proposal

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

Name of Company:	
By:	
Name of Authorized Officer or Agent:	
Title:	
Date:	

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

This form must be completed and submitted with your proposal

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

TO: Salinas City Elementary School District

RE: RFP # 2023-24/001 Energy Conservation and Infrastructure Improvement Services

Please be advised that with respect to the above-referenced PROJECT the undersigned contracting party on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Name of Company:	
By:	
Name of Authorized Officer or Agent:	
Title:	
Date:	

This form must be completed and submitted with your proposal.

CERTIFICATE OF A DRUG-FREE WORKPLACE

Pursuant to the requirements mandated by California Government Code Section 8350 et seq, or the “Drug Free Workplace Act of 1990”, this certification form is required of all successful bidders for contracts or grants awarded by a State Agency. By signing this certification, the Contracting company/firm agrees that a Drug-Free Workplace will be established by performing the actions described below:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or the organization’s workplace. The statement must specify what actions will be taken against the employee for violations of the prohibition;

2. Establishment of a Drug-Free Awareness Program to inform employees of:
 - The dangers of drug abuse in the workplace;
 - The organization’s policy of a Drug-Free Workplace;
 - The availability of drug abuse counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed on employees for drug abuse violations

3. Requirement that each employee engaged in the performance of the contract of grant be given a copy of the statement outlined above in section 1, and that as a condition of employment on the contract or grant, the employee agrees to abide by the conditions of the aforesaid statement.

I, the undersigned, as an authorized representative agree that all the requirements of the “Drug-Free Workplace Act of 1990” will be adhered to and that a Drug-Free Workplace will be established. I also understand that if it is determined that I have made a false certification, or violated this certification by failing to meet any requirements of the Act, the contract established by this RFP is subject to termination, suspension of payments, or both. Furthermore, I understand that a violation of the terms of the “Drug-Free Workplace Act of 1990” can result in disbarment in accordance to the provisions of California Government Code Section 8350 et. seq.

Name of Company:	
By:	
Name of Authorized Officer or Agent:	
Title:	
Date:	

This form must be completed and submitted with your proposal

CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS

I, _____, an authorized officer, agree to comply with the Alcohol and Tobacco Free Campus Policy as established by Salinas City Elementary School District. I certify that no employee of our company/firm, nor any subcontracting company/firm, will use alcohol or tobacco products at any time, on or within any District owned or leased buildings, property, or vehicles.

Name of Company:	
By:	
Name of Authorized Officer or Agent:	
Title:	
Date:	

This form must be completed and submitted with your proposal

CERTIFICATION OF EMPLOYEE CRIMINAL BACKGROUND CHECKS

The undersigned certifies that it has performed one of the following:

- Pursuant to Education Code section 45125.1, Service Provider has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Salinas City Elementary School District, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment “A” is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code section 45125.2, Service Provider will ensure the safety of pupils by one or more of the following methods:
 - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Name of Company:	
By:	
Name of Authorized Officer or Agent:	
Title:	
Date:	

This form is required if awarded a contract

Continued next page....

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

[REQUIRED: INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS, INCLUDING SERVICE PROVIDER'S SUPERVISING EMPLOYEE(S). Add more pages if needed.]

1.	
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This form is required if awarded a contract

SERVICE PROVIDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to, inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; inquiries to companies and public entities for which the Service Provider has previously performed work; reference checks and examination of all public records; including, without limitation, qualifications and financial ability of proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction.

3. The bidder must also demonstrate knowledge of school district industry services and should possess a working ability to perform similarly sized services for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Salinas City Elementary School District.

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for L.A. Unified School District
- (b) Phone # (213) 123-4567
- (c) 100 Hollywood Drive, L.A., CA 92000
- (d) Contact: John Smith
- (e) Services for TUVXY High School consisted of...
- (f) July 1, 2014, through June 30, 2015
- (g) \$ 50,000

Reference #1

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #2

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #3

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #4

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

Reference #5

Organization's Name	
Telephone Number	
Address	
Point of Contact	
Type of Contract	
Contract Term (From – To)	
Contract Amount	\$

4. **Contractor Questionnaire:** The Contractor shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. “You” or “Your” as used herein refers to the Contractor’s company/firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

a. Name of company/firm’s license holder _____

b. Have you or any of your principals ever been licensed under a different license number? _____
 Response must include information pertaining to principals’ association outside of the company/firm. If yes, give name and license number. _____

c. Names and titles of all principals of the company/firm:

d. Number of years as a Contractor in this type of work: _____

e. Has your company/firm or any of its principals defaulted so as to cause a loss to a surety?
 Response must include information pertaining to principals’ associated outside of the company/firm submitting a proposal. _____ If the answer is “Yes,” give dates, names and address of surety and details.

f. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the company/firm submitting a proposal. _____ If yes, explain:

g. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to project(s) during the past five years? Response must include information pertaining to principals' association outside of the company/firm submitting a proposal. _____ If yes, provide name of public agency/organization and details of the dispute:

h. Have you or any of your principals ever failed to complete a project in the last five years? Response must include information pertaining to principals' association outside of the company/firm submitting a proposal. _____ If so, give owner's name and details:

i. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? _____ If so, please elaborate.

-
- ii. Has your company/firm been involved in any State or Federal investigation related to direct or indirect participation in instances of funds being misapplied, mismanaged or violations of law, rules, or regulations by support mechanism participants or Contractors?
 Yes No

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Service Provider References and Responsibility Information is true and correct.

Executed this _____ day of _____, 2024, at _____, State of California

Contractor Name		Date:	
Signed			Phone
Printed Name	Title		
Street Address			
City, State, Zip Code			
Fax Number	Email:		

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the company/firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership, if bidder is an individual, his signature shall be placed above.

All pages of this form must be completed and submitted with your proposal package.

SERVICES AGREEMENT

RFP # 2023-24/001 Energy Conservation and Infrastructure Improvement Services

This AGREEMENT is made and entered into this _____ day of _____ in the year 2024, between the Salinas City Elementary School District, hereinafter referred to as (“DISTRICT”), and _____, hereinafter referred to as “CONTRACTOR”. The DISTRICT and the CONTRACTOR are sometimes referred to herein as a “PARTY” and collectively as the “PARTIES”. This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain the specialized services and/or advice, hereinafter referred to as the “PROJECT”;
and

WHEREAS, CONTRACTOR has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree that the above recitals are true and correct, and further as follows:

ARTICLE I

SCOPE AND SERVICES AND RESPONSIBILITIES

1. **Services to be Provided by the CONTRACTOR.** The CONTRACTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in the CONTRACTOR’s proposal which is attached hereto and incorporated herein as **THE RFP DOCUMENTS** (the “CONTRACTOR’s WORK PLAN”). In the event of a discrepancy, inconsistency, or other difference between the terms of the CONTRACTOR’s WORK PLAN with this AGREEMENT, the PARTIES agree that the terms of this AGREEMENT shall govern and be controlling.

2. **Contract Term.** The effective period of this AGREEMENT is to be from **XXXX** through **XXXX** (the “Period of Performance”), unless otherwise terminated in accordance with Article [] of this Agreement. The CONTRACTOR shall provide all services required herein by the end of the Period of Performance.

3. CONTRACTOR shall not change any of the key personnel without prior written approval by the DISTRICT, unless said personnel cease to be employed by CONTRACTOR. Any costs associated with reassignment of personnel shall be borne exclusively by CONTRACTOR and CONTRACTOR shall not charge the DISTRICT for the cost of training or “bringing up to speed” replacement personnel.

4. CONTRACTOR represents that the CONTRACTOR has no existing interest and will not acquire any interest, direct or indirect, which would create a conflict of interest in violation of any applicable laws, and that no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR further represents that to the best of his/her knowledge there exists no actual or potential conflict between the CONTRACTOR’s family, business or financial interest and the services provided under this Agreement, and in the event of any change in either private interests or services under this Agreement. CONTRACTOR will immediately notify DISTRICT of any question regarding possible conflict of interest which may arise as a result of such change.

ARTICLE II

REPRESENTATIONS AND COMPLIANCE WITH LAWS

CONTRACTOR warrants and represents that CONTRACTOR and its personnel have the required licenses, certifications and Department of Justice clearance(s) to perform the scope of services described in EXHIBIT A, including such work as may involve contact with students.

CONTRACTOR further certifies that CONTRACTOR has not been suspended or disbarred from public contracting or otherwise precluded from performing the services to be provided pursuant to this Agreement due to any violation of laws or regulations that may be applicable said services. CONTRACTOR shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions.

ARTICLE III

COMPENSATION TO THE CONTRACTOR

1. The DISTRICT shall compensate the CONTRACTOR as follows:

a. The DISTRICT agrees to pay the CONTRACTOR in accordance with the fee, rate and/or price schedule information set forth in **THE RFP DOCUMENTS** for the services performed pursuant to this AGREEMENT. In no event shall the total payment to CONTRACTOR exceed _____ **DOLLARS (\$_____)** for performing the services required by this AGREEMENT and **THE RFP DOCUMENTS**. This amount is inclusive of all travel and lodging, taxes, fees, costs, overhead, and expenses. Any amendment to this Agreement which increases the compensation paid hereunder shall be in writing and fully executed by DISTRICT and CONTRACTOR. DISTRICT shall not be responsible for any tax liability, costs or expenses arising out of or related to CONTRACTOR's performance of this Agreement.

b. CONTRACTOR acknowledges and agrees that DISTRICT may withhold funds otherwise due pursuant to this Agreement if CONTRACTOR and, or its personnel do not have the necessary certifications and clearances for contact with students and the Scope of Work to be performed under this Agreement requires such contact, or contact with students is likely to occur.

b. CONTRACTOR shall invoice costs monthly, or another periodic basis approved by the DISTRICT, for the services provided pursuant to this AGREEMENT from the time the CONTRACTOR begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation as determined by the DISTRICT.

c. Except as expressly provided herein, CONTRACTOR agrees that no other compensation, fringe benefits, or other remuneration is due to CONTRACTOR by the DISTRICT for services rendered under this AGREEMENT. CONTRACTOR shall not apply for or receive statutory benefits available to employees of the DISTRICT because CONTRACTOR is not an employee of the DISTRICT; rather, CONTRACTOR is operating under a personal services agreement pursuant to 45103.1(b)(2) and has only the rights defined by this AGREEMENT.

2. The CONTRACTOR shall submit one (1) invoice monthly to the DISTRICT for the fees incurred during the billing period and reimbursable expenses (if any). Invoices for fees must reflect the date of the service, identify the individual performing the service, state the hours worked and rate charged, and describe the service performed. Invoices requesting reimbursement for reimbursable expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s). The DISTRICT shall make payment to the CONTRACTOR of the approved invoiced amount within forty-five (45) days of the DISTRICT's receipt of the approved invoice. The parties understand and agree that the DISTRICT shall not pay interest or late charges for sums which may be due, or which may become due to CONTRACTOR under this Agreement.

The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONTRACTOR to make payments properly to its employees or subconsultants; or (3) failure of CONTRACTOR to perform its services in a timely manner so as to conform to the PROJECT schedule or other time constraints. DISTRICT may temporarily accept work that DISTRICT deems to be defective or unsatisfactory and require that CONTRACTOR remedy or replace its defective or unsatisfactory work at CONTRACTOR'S sole expense. Payments made pursuant to this Agreement shall not waive or diminish CONTRACTOR obligation to perform its duties under this Agreement to the satisfaction of DISTRICT.

DISTRICT may correct or replace CONTRACTOR's unsatisfactory or defective work if after five (5) calendar day's written notice, to CONTRACTOR, CONTRACTOR fails or refuses to correct the defective or unsatisfactory work and the cost of DISTRICT's repair or replacement of said defective work shall be deducted from any amounts due or to become due to CONTRACTOR under this Agreement.

ARTICLE IV

KEY PERSONNEL

The parties acknowledge that CONTRACTOR was selected by DISTRICT to provide the services within the Work Plan of this Agreement in part on the basis of the qualifications of CONTRACTOR staff. CONTRACTOR shall ensure that Key Personnel identified in Exhibit A are available to perform work and assigned to perform the work under this Agreement as long as such Key Personnel are employed by CONTRACTOR.

CONTRACTOR will obtain prior written acceptance of the DISTRICT responsible administrator (“Responsible Administrator”) to change Key Personnel. CONTRACTOR shall provide the DISTRICT Responsible Administrator with such information as necessary to determine the suitability of proposed new Key Personnel. The Responsible Administrator shall act reasonably in evaluating Key Personnel qualifications. Such acceptance by the Responsible Administrator of a change in Key Personnel or identification of Key Personnel in the initial Agreement shall not constitute any assumption of responsibility or liability on the part of DISTRICT for the individuals identified as Key Personnel’s ability to perform.

ARTICLE V

TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONTRACTOR, Default; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies of related work authorized under this Agreement, whether finished or not, must be turned over to the responsible administrator.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONTRACTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONTRACTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to the CONTRACTOR.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with [Article IV, Paragraph 4] below, and CONTRACTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONTRACTOR.

4. This AGREEMENT may be terminated without cause by DISTRICT upon twenty (20) days written notice to the CONTRACTOR. In the event of a termination without cause, the DISTRICT shall pay to the CONTRACTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONTRACTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the DISTRICT or in the possession of the CONTRACTOR.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONTRACTOR’s sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before. The PARTIES may agree in writing to submit any dispute between the PARTIES to arbitration. The DISTRICT agrees to pay the CONTRACTOR the undisputed amounts due under this AGREEMENT.

6. Conditions constituting substantial failure of performance may include, without limitation, (i) CONTRACTOR fails to obtain or maintain the insurance or endorsements, certifications, licenses, and, or clearances herein required; (ii) CONTRACTOR fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement; (iii) CONTRACTOR fails to commence the work to be performed under this Agreement within the time provided or contemplated herein, or fails to complete the work to be performed under this Agreement in a timely manner as required by this Agreement and/or Exhibit A; (iv) CONTRACTOR fails to submit an invoice for work performed within sixty (60) days of completion of the contract.

7. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE IV OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

ARTICLE VI

ADDITIONAL CONTRACTOR SERVICES

1. CONTRACTOR shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONTRACTOR's control. CONTRACTOR shall obtain written authorization from the DISTRICT before rendering such services. The DISTRICT may require CONTRACTOR to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE VII

ACCOUNTING RECORDS OF THE CONTRACTOR

1. Records of the CONTRACTOR's direct personnel and reimbursable expenses pertaining to any extra services provided by the CONTRACTOR, which are in addition to those services already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONTRACTOR shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times.

ARTICLE VIII

REPORTS AND/OR OTHER DOCUMENTS

1. The reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONTRACTOR or CONTRACTOR's consultants in accordance with this AGREEMENT (regardless of medium, format, etc.) shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONTRACTOR with a written request for the return of its PROPERTY at any time. Upon CONTRACTOR's receipt of the DISTRICT's written request, CONTRACTOR shall return the requested PROPERTY to the DISTRICT within five (5) calendar days. Failure to comply with any such written request shall be deemed a material breach of this AGREEMENT.

ARTICLE IX

INDEMNITY & INSURANCE

1. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, and hold DISTRICT, its Board, officials, agents, employees, interns, volunteers and representatives entirely harmless from all liability arising out of:

- a. **Workers' Compensation and Employers Liability:** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONTRACTOR's employees or CONTRACTOR's subconsultant's employees arising out of CONTRACTOR's work under this AGREEMENT; and
- b. **General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONTRACTOR or the DISTRICT, or any person, firm or corporation employed by the CONTRACTOR or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.
- c. **Professional Liability:** Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by CONTRACTOR in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
- d. The CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising out of Article VIII, Paragraphs 1 (a) and (b) above, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- e. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE [VIII, SECTION 1] OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE §2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND

UNENFORCEABLE BETWEEN THE PARTIES.

f. ANY ATTEMPT TO LIMIT THE CONTRACTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE CONTRACTOR. IN NO EVENT SHALL THE CONTRACTOR'S LIABILITY BE LIMITED TO ANY AMOUNT INCLUDING, BUT NOT LIMITED TO, THE AMOUNT OF FEES RECEIVED BY THE CONTRACTOR FOR PERFORMING SERVICES RELATED TO THIS AGREEMENT.

2. CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This required insurance coverage shall in no way limit CONTRACTOR's liability pursuant to the Indemnification clauses noted above. The aforementioned insurance shall include coverage for:

a. The CONTRACTOR shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000), per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONTRACTOR subcontracts any portion of CONTRACTOR's duties, CONTRACTOR shall require any such subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in this Article shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONTRACTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONTRACTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONTRACTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONTRACTOR, and in such event CONTRACTOR shall reimburse DISTRICT upon demand for the cost thereof.

3. Verification of Insurance Coverage. The CONTRACTOR shall furnish certificates of insurance to the Responsible Administrator for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the DISTRICT Director of Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the DISTRICT Director of Risk Management within (10) ten calendar days of written request.

ARTICLE X

INDEPENDENT CONTRACTOR

1. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Any direction from the DISTRICT shall be construed as providing for direction as to conformity to DISTRICT policy and not as the means by which such a result relating to CONTRACTOR's work is obtained. The DISTRICT does not retain the right to control the means or the method by which CONTRACTOR performs work under this Agreement.

2. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.

3. CONTRACTOR shall be solely responsible for all costs and expenses incidental to the performance of services as outlined in Exhibit A, including but not limited to, all costs of equipment, all employee, agent, and subcontractor costs, all fees, fines, licenses, bonds, state and federal income tax, unemployment insurance, and all applicable withholdings required or imposed against CONTRACTOR or CONTRACTOR's employees, interns, volunteers, subcontractors, agents or representatives.

4. CONTRACTOR will supply all tools and instruments required to perform the services under this Agreement. CONTRACTOR is not required to purchase or rent any tools, equipment or services from DISTRICT.

5. DISTRICT maintains student educational records containing personally identifying information and health information which is protected under state and federal law. If CONTRACTOR has a legitimate educational interest that requires that CONTRACTOR access protected educational records to perform CONTRACTOR's scope of work under this Agreement, and if CONTRACTOR is permitted the use of DISTRICT equipment for the purpose of accessing protected files through DISTRICT's computer network with restricted access, such use of DISTRICT equipment shall not constitute an employer relationship between CONTRACTOR and DISTRICT. DISTRICT shall not be responsible for any damages, including damage to persons or property arising out of or related to CONTRACTOR's use of any DISTRICT equipment.

ARTICLE XI

OWNERSHIP OF CREATIONS AND WORK FOR HIRE

1. CONTRACTOR agrees that all developments, ideas, written and, or recorded material, copyrightable creations, works of authorship, and other contributions (herein collectively referred to as "Creations"), whether or not copyrighted or copyrightable, conceived, made, developed, created or acquired by CONTRACTOR, either individually or jointly, which relates in any manner to CONTRACTOR's work for DISTRICT under this Agreement (regardless of the extent developed at CONTRACTOR's or DISTRICT's facilities, at an individual's home, or elsewhere), shall be deemed to be a work made for hire initially owned by DISTRICT. To the extent that this provision does not effectively transfer such rights, CONTRACTOR, and its employees, agents, subcontractors do hereby sell, assign, and transfer to DISTRICT CONTRACTOR's right, title and interest (worldwide) in and to such Creations and all intellectual property rights thereto.

2. All tracings, plans, documents, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies, will be considered works made for hire and will, based on incremental transfer, become the property of DISTRICT upon payments made to CONTRACTOR or termination of the Agreement, without restriction or limitation on their use and will be made available on request to DISTRICT at any time during the performance of such services and/or upon completion or termination of this Agreement. CONTRACTOR shall not copyright any material and products or patent any invention developed under this Agreement. DISTRICT shall have the right to visit the site for inspection of the work and the products of CONTRACTOR at any time. The foregoing provisions shall survive the term and termination of this Agreement.

ARTICLE XII

PRIVACY OF STUDENT RECORDS

1. CONTRACTOR and its employees, interns, volunteers, subcontractors agents and representatives shall comply at all times with the requirements relating to the confidentiality of “Protected Health Information” (PHI) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations thereunder (collectively, “HIPPA”) as is necessary for the performance of the duties and responsibilities under this Agreement. CONTRACTOR and its employees, interns, volunteers, subcontractors, agents and representatives’ failure to comply with the provisions shall constitute a material breach of this agreement. It is possible that in providing the services, CONTRACTOR and its employees, interns, volunteers, subcontractors, agents and representatives may have or be provided access to “protected health information” (PHI) as that term is defined in HIPPA, CONTRACTOR and its employees, interns, volunteers, subcontractors, agents and representatives acknowledges that all protected health information shall be treated as confidential information.

2. If CONTRACTOR obtains access to student education records in connection with the work performed under this Agreement, CONTRACTOR agrees to hold all student education records that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent in accordance with federal and state law, including, but not limited to the “Family Education Rights and Privacy Act” (FERPA) as amended 20 U.S.C. 1232g; 34 C.F.R. § 99.33 (a), (b) and California Education Code § 49064 and §49076 which includes Education Code section 49073.1 (formerly AB 1584) which protects the privacy of pupil records under certain circumstances, including third-party contracts for digital storage services and digital educational software.

3. Limitation on Use. CONTRACTOR agrees to use each student education record that it may receive pursuant to this Agreement solely for a purpose(s) consistent with its authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.33 (a) (2).)

4. Recordkeeping Requirements. CONTRACTOR agrees to comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

5. Acknowledgement of Receipt of Notice of Family Educational Rights Privacy Act Regulations. By signature of its authorized representative or agent on this Agreement, CONTRACTOR , hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from re-disclosing student education records, or personally identifiable information contained in student education records, that it may receive pursuant to this Agreement to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian’s prior written consent.

6. Return or Destruction of Student Education Records. Upon termination, cancellation, expiration, or other conclusion of this Agreement, CONTRACTOR shall return all copies of student records that it has received from DISTRICT pursuant to this Agreement within two (2) weeks or, if return of records is not feasible or desirable as determined by DISTRICT, CONTRACTOR shall instead promptly destroy any and all copies of DISTRICT education records in its possession upon written request from DISTRICT and shall further confirm such destruction in writing to DISTRICT within two (2) weeks of the destruction of the data.

7. As a general matter, health information that is included in student educational records is excluded from HIPPA, and is covered by the student records privacy regulations promulgated under FERPA and Cal. Ed. Code § 49076.). Student health information contained in educational records must be protected from disclosure in the same manner as education records that are maintained by an educational institution or agency in compliance with FERPA. (FERPA 20 U.S. Code § 1232g(4)(A) and (6)(1); HIPPA 45 C.F.R. 160.103(2)(i) and(2)(ii)). If CONTRACTOR obtains access to student education records that include health information, in connection with the work performed under this Agreement, whether such health information be oral or recorded in any form or medium, CONTRACTOR agrees to hold all student education records and health information that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by law or regulation or by the parent or guardian’s prior written consent. (34 C.F.R. § 99.33 (a), (b); Cal. Ed. Code § 49076 (3).)

8. Notwithstanding the foregoing, a covered entity may use or disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. (45 C.F.R. § 164.512 (b)(1) (ii)); Cal. Ed. Code § 49076 (2)(A).

ARTICLE XIII

AUDIT AND INSPECTION OF RECORDS

The CONTRACTOR agrees to maintain and make available to the DISTRICT accurate accounting and other records relative to its obligations under this Agreement. The CONTRACTOR will participate promptly and cooperatively in any audits conducted by the DISTRICT or its nominee, and permit the DISTRICT or a representative to perform an audit, examine and make copies from such books and records during regular business hours at a location in Monterey County, California or a mutually agreeable location. The CONTRACTOR shall maintain such data and records for a period of not less than five years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

ARTICLE XIV

SUBCONTRACTING

The CONTRACTOR is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any third party and shall be void.

ARTICLE XV

ASSIGNMENT

It is understood, and agreed that the services to be performed by the CONTRACTOR are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the CONTRACTOR without the prior written consent of the responsible administrator or his or her designee.

ARTICLE XVI

NON-DISCRIMINATION

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, ancestry, physical disability, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

ARTICLE XVII

MISCELLANEOUS

1. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR.
2. This AGREEMENT shall be governed by the laws of the State of California, with venue in Monterey County.
3. The rule of construction that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT. It is expressly understood and agreed that the PARTIES to this AGREEMENT have participated equally, or have had equal opportunity to participate, in the drafting hereof.
4. Time is of the essence with respect to all provisions of this AGREEMENT.
5. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
6. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, all of which shall be sufficient evidence of this AGREEMENT.

Confidentiality: The CONTRACTOR shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this AGREEMENT.

Severability: If any portion of this AGREEMENT is held as a matter of law to be unenforceable, the remainder of this AGREEMENT shall be enforceable without such provisions.

Notices: All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) by U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

To the DISTRICT:

To the PROVIDER:

Attn:	Rebeca Andrade, Ed.D.		
Address:	840 South Main Street		
City, State, Zip Code:	Salinas, CA 93901		
Telephone:	(831) 753-5600		
Email:	randrade@salinascity.k12.ca.us		

Pursuant to and in accordance with the provisions of Government Code section 8546.7 or any amendments thereto, all books, records and files of CONTRACTOR, or any subconsultant connected with the performance of this AGREEMENT involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this AGREEMENT. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

Education Code Section 45125.1: During the entire term of this AGREEMENT, CONTRACTOR shall fully comply with the provision of Education Code sections 45125.1 (Fingerprinting Requirements), when it is determined that the CONTRACTOR, or CONTRACTOR’s employees, interns, volunteers, subcontractors, agents or representatives assigned to the DISTRICT will have contract with pupils in the performance of services under this AGREEMENT. To demonstrate compliance with this provision, DISTRICT shall provide a Background Investigation Certification form, which shall be completed and submitted to DISTRICT prior to work on the PROJECT.

Compliance with District Policies: CONTRACTOR shall be solely responsible for ensuring CONTRACTOR’s employees, interns, volunteers, agents, representatives and subconsultants, if any, comply with all applicable DISTRICT policies related to the PROJECT, including but not limited to, the DISTRICT’s tobacco, alcohol, and drug free policy and all applicable anti-discrimination policies and laws. CONTRACTOR shall review and familiarize itself and all employees with the DISTRICT’s Board Policy to ensure such compliance.

Health Screening: CONTRACTOR certifies that all personnel providing services pursuant to this Agreement are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of DISTRICT students or staff, including, but not limited to tuberculosis testing and screening. In order to prevent further spread of COVID-19 in K-12 schools, CONTRACTOR any employees of CONTRACTOR who provide services on DISTRICT property, or directly to students of the DISTRICT must be fully vaccinated and show proof of COVID-19 vaccination, in accordance with the policies and procedures adopted by the DISTRICT.

Exhibits: All Exhibits referenced and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof:

This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the DISTRICT duly passed and adopted and shall be governed by and construed in accordance with the laws of the State of California.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONTRACTOR:

SALINAS CITY ELEMENTARY SCHOOL DISTRICT

By

By

Print Name			Print Name	
Title			Title	
Date			Date	

Salinas City Elementary School District Locations

Information available at:

<https://salinascityesd.org/our-schools/>

End of RFP #2023-24/001