



REQUEST FOR PROPOSAL
RFP No. 2425-BUS04

FOR

**MOVING SERVICES FOR SCHOOL
CONSOLIDATION**

Deadline: 10:00 a.m., April 23rd, 2025.

Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127
<http://www.arusd.org>

For Information Contact:
Ed Villarreal, Director of MOT
2930 Gay Avenue
San Jose, CA 95127
408-928-6872
ed.villarreal@arusd.org

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INVITATION AND BACKGROUND

NOTICE IS HEREBY GIVEN that the Alum Rock Union Elementary School District ("District") is seeking proposals from qualified firms to provide moving services for school consolidation. The District will receive sealed proposals up to, and no later than, 10:00:00 a.m. on April 23rd, 2025.

Qualified persons, firms and organizations are invited to submit three (3) paper copies and one (1) electronic version on a flash drive. Proposals shall be submitted in a sealed envelope, no later than 10:00:00 a.m. on April 23rd, 2025 clearly marked RFP No. 2425-BUS04. Each firm is responsible for the delivery of their proposals. If the proposal is delivered late or to the wrong address, by any delivery method, the bidder bears full responsibility.

FAX OR EMAIL PROPOSALS WILL NOT BE ACCEPTED. Proposals received after the above stated time and date will be returned to the vendor unopened. The selection process may include a screening review and evaluation of the proposals. The time clock in the Purchasing Department will be used as the official timestamp. Sealed proposals will be received at:

**Alum Rock Union Elementary School District
Purchasing Department
2930 Gay Avenue
San Jose, CA 95127
Attn: Ed Villarreal,
Director of MOT**

District office hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. All questions or requests for clarification regarding this RFP should be submitted via email to Ed Villarreal at ed.villarreal@arusd.org no later than 10:00:00 a.m. (California time) on April 23rd, 2025.

All proposals received as part of this solicitation become the property of the District and shall be considered public record. The cost to prepare and submit the proposal(s) is at the sole expense of each firm. The emphasis of your proposal should be on completeness, adherence to directions and format requirements, brevity, and clarity of content.

Alum Rock Union Elementary School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate Alum Rock Union Elementary School District to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals. No amount of work is guaranteed.

Contact with any individual(s) in the District, other than the individual(s) specifically named herein, is prohibited, and may result in rejection of the proposal.

The Alum Rock Union Elementary School District serves students in grades TK - 8th, as well as special education and preschool programs. The District has 22 campuses, along with a central district office.

District demographics and quick facts:

Enrollment	7,500 (approx.)
Grades	TK – 8
Employees	1,000 (approx.)
Board of Trustees	Five elected board members

TENTATIVE TIMELINE

The anticipated schedule for completion of this RFP is shown below. Please note: Dates are subject to change:

Milestone	Date
Release of Request for Proposal (RFP)	April 4 th , 2025
Pre-Bid Job Walk/Conference (Optional)	April 10 th , 2025 @ 9:00 A.M. at George Middle School
Deadline for Questions/Clarifications	4:00:00 p.m. (California time) on April 14 th , 2025 @ 3:00 P.M.
Responses to Request for Clarification (all responses posted on district website)	On or before April 16 th , 2025
Proposal Due Date	10:00:00 A.M. (California time) on April 23rd, 2025
Board Approval	May 8 th , 2025
Intent to Award	Week of May 12 th -16 th , 2025

CONTRACT PERIOD

It is the intent of this Request for Proposal to award a one-year contract, with the opportunity to renew for additional periods, after successful negotiations between the district and the firm(s).

Awarded firm will be required to fill out the districts Independent Contractor Agreement for Services and components (see samples attached, pages 15-34).

OVERVIEW OF SCOPE OF WORK

The Alum Rock Union School District is inviting qualified and experienced moving service contractors to submit sealed proposals for moving services in support of school consolidation efforts. The scope of work encompasses the provision of necessary equipment, supplies, and personnel to facilitate the relocation of offices, workstations, kitchens/cafeterias, and classrooms within the District's boundaries. The work will be conducted at designated times and locations as directed by the District, with the goal of completing the relocations swiftly and efficiently, ensuring minimal disruption to District staff and daily operations.

The following school sites are being closed beginning with the 2025-26 school year:

- Joseph George Middle School
- Horace Cureton Elementary School
- Sylvia Cassell Elementary School
- Donald J. Meyer Elementary School
- Renaissance at Fischer Middle School
- Ben Painter Elementary School
- L.U.C.H.A. Elementary School
- Cesar Chavez Early Learning
- Dorsa Elementary School

Staff and students will be dispersed to various remaining school sites based on boundary changes approved by the Board of Trustees.

- o Estimated classroom moves = 250
- o The majority of classroom contents to be moved will be boxed.
- o Rolling cabinets to be moved
- o No regular classroom furniture is moving during Phases 1-4.

a. The Scope of Work includes:

Phase 1: Start June 12th, 2025

Move boxes from identified classrooms from following locations to new locations:

Russo ES, McCollam ES, Linda Vista ES, Lyndale ES, Ryan ES, Adelante I ES, Ocala MS, Hubbard ES, Aptitud ES, Adelante II, San Antonio ES, Mathson MS LUCHA ES, Painter ES and Sheppard MS

Phase 2: Start July 16th, 2025

Move boxes from identified classrooms from the following locations:

George MS, Cureton ES, Cassell ES, Meyer ES, Fischer MS, Chavez Early Learning, and Dorsa ES.

Phase 3: Start July 16th, 2025

Move identified furniture from closed sites to new location

Phase 4: Start July 16th, 2025

Move kitchen/cafeteria items from closed locations to new locations

Move identified office furniture to new locations

b. PROJECT LOCATIONS

Adelante Dual Language Academy 2999 Ridgmont Dr, San Jose, CA 95127
Adelante Dual Language Academy II 1970 Cinderella Ln, San Jose, CA 95116
Aptitud Community Academy at Goss 2475 Van Winkle Ln, San Jose, CA 95116
*Sylvia Cassell Elementary School 1300 Tallahassee Dr, San Jose, CA 95127
*Cesar Chavez Early Learning Center 2000 Kammerer Avenue, San Jose, CA 95127
*Horace Cureton Elementary School 3720 E Hills Drive, San Jose, CA 95127
*Anthony Dorsa Elementary School 1290 Bal Harbor Drive, San Jose, CA 95122
*Clyde Fischer Middle School 1720 Hopkins Dr, San Jose, CA 95122
*Joseph George Middle School

277 Mahoney Drive, San Jose, CA 95127
Hubbard Media Arts Academy 1680 Foley Ave San Jose, CA 95127
*L.U.C.H.A. Elementary School 1711 E San Antonio St, San Jose, CA 95116
Linda Vista Elementary School 100 Kirk Avenue, San Jose, CA 95127
Lyndale Elementary School 13901 Nordyke Drive, San Jose, CA 95127
Renaissance at Mathson 2050 Kammerer Avenue, San Jose, CA 95116
McCollam Elementary School 3311 Lucian Ave, San Jose, CA 95127
*Donald J.Meyer Elementary School 1824 Daytona Dr, San Jose, CA 95127
Ocala Middle School 2800 Ocala Avenue, San Jose, CA 95148
Russo/McEntee Academy 2851 Gay Ave, San Jose, CA 95127
*Ben Painter Elementary School 500 Rough and Ready Road, San Jose, CA 95133
Ryan Academy 1241 McGinness Ave, San Jose, CA 95127
San Antonio Elementary School 1721 E San Antonio St, San Jose, CA 95116
William Sheppard Middle School 480 Rough and Ready Road, San Jose, CA 95133

* Closing sites 25-26

2. GENERAL NOTES

- a. The moving contractor shall move furniture, boxes, and all other school items to onsite to onsite dumpsters (provided by the DISTRICT), if the materials are being disposed of.
- b. Furniture to be moved in Special Program classrooms include but not limited to student desks, book cases, cabinets, teacher desks, tables, chairs, carts, shelves, book racks, portable marker boards, and file cabinets.
 - e. Moving Contractor shall provide labels for all items that will move. Labels shall be color coordinated with up to thirteen (13) different colors needed. The colors will indicate the destination for each item.
 - f. School staff will box their classroom teaching materials.
- c. District will provide movers a floor plan layout showing each item's final destination during the Phase 4 move in.

- d. All contents shall be moved in accordance with the move schedule and/or phasing provided in the contract documents.

3. TECHNOLOGY EQUIPMENT

- a. Printers and Copy Machines are not part of the moving scope.
- b. Identified electronic equipment will be consolidated and moved by the contracted moving company. Including computers/laptops, identified printers audio equipment, and miscellaneous items

These technology notes apply to all rooms being moved.

4. SCOPE OF WORK

Joseph George M.S

a. Classrooms

1. Total of 30 regular classrooms to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
2. One office room/staff room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
3. One Community Center to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
4. One Music Room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables, chairs and band equipment and miscellaneous items
5. Multipurpose/kitchen includes identified refrigerators, dual temp combo units, oven steamers, milk refrigerators, chest freezers stacked ovens, and miscellaneous items
6. All Items will be labeled with a color-coded destination or labeled for disposal.
7. Exact items to be moved will be determined after the job walk.

b. Exclusion

1. Restrooms
2. Mechanical Rooms
3. Storage Rooms
4. Library

Horace Cureton E.S

a. Classrooms

1. Total of 27 regular classrooms to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
2. Total of 2 kindergarten classrooms to move out to include student desks, teacher desks, tables, chairs, carts, shelves, book racks, rugs, and file cabinets.
3. One office room/staff room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
4. One Music Room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables, chairs and band equipment and miscellaneous items
5. Multipurpose/kitchen includes identified refrigerators, dual temp combo units, oven steamers, milk refrigerators, chest freezers stacked ovens, and miscellaneous items
6. All Items will be labeled with a color-coded destination or labeled for disposal.
7. Exact items to be moved will be determined after the job walk.

b. Exclusion

1. Restrooms
2. Mechanical Rooms
3. Storage Rooms

Sylvia Cassell E.S

a. Classrooms

1. Total of 25 regular classrooms to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
2. Total of 2 kindergarten classrooms to move out to include student desks, teacher desks, tables, chairs, carts, shelves, book racks, rugs, and file cabinets.
3. One office room/staff room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
4. One Music Room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables, chairs and band equipment and miscellaneous items
5. Multipurpose/kitchen includes identified refrigerators, dual temp combo units, oven steamers, milk refrigerators, chest freezers stacked ovens, and miscellaneous items
6. All Items will be labeled with a color-coded destination or labeled for disposal.
7. Exact items to be moved will be determined after the job walk.

b. Exclusion

1. Restrooms

2. Mechanical Rooms
3. Storage Rooms

Donald J. Meyer E.S

a. Classrooms

1. Total of 28 regular classrooms to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
2. Total of 2 kindergarten classrooms to move out to include student desks, teacher desks, tables, chairs, carts, shelves, book racks, rugs, and file cabinets.
3. One office room/staff room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
4. One Music Room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables, chairs and band equipment and miscellaneous items
5. Multipurpose/kitchen includes identified refrigerators, dual temp combo units, oven steamers, milk refrigerators, chest freezers stacked ovens, and miscellaneous items
6. All Items will be labeled with a color-coded destination or labeled for disposal.
7. Exact items to be moved will be determined after the job walk.

b. Exclusion

1. Restrooms
2. Mechanical Rooms
3. Storage Rooms

Clyde Fischer M.S

a. Classrooms

1. Total of 44 regular classrooms to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
2. One office room/staff room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
3. One Music Room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables, chairs and band equipment and miscellaneous items
4. Multipurpose/kitchen includes identified refrigerators, dual temp combo units, oven steamers, milk refrigerators, chest freezers stacked ovens, and miscellaneous items
5. All Items will be labeled with a color-coded destination or labeled for disposal.
6. Exact items to be moved will be determined after the job walk.

b. Exclusion

1. Restrooms
2. Mechanical Rooms
3. Storage Rooms

Ben Painter E.S

a. Classrooms

1. Total of 23 regular classrooms to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
2. Total of 2 kindergarten classrooms to move out to include student desks, teacher desks, tables, chairs, carts, shelves, book racks, rugs, and file cabinets.
3. One office room/staff room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
4. One Music Room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables, chairs and band equipment and miscellaneous items
5. Multipurpose/kitchen includes identified refrigerators, dual temp combo units, oven steamers, milk refrigerators, chest freezers stacked ovens, and miscellaneous items
6. All Items will be labeled with a color-coded destination or labeled for disposal.
7. Exact items to be moved will be determined after the job walk.

b. Exclusion

1. Restrooms
2. Mechanical Rooms
3. Storage Rooms

LUCHA E.S

a. Classrooms

1. Total of 11 regular classrooms to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
2. Total of 2 kindergarten classrooms to move out to include student desks, teacher desks, tables, chairs, carts, shelves, book racks, rugs, and file cabinets.
3. One office room/staff room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
4. One Music Room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables, chairs and band equipment and miscellaneous items
5. Multipurpose/kitchen includes identified refrigerators, dual temp combo units, oven steamers, milk refrigerators, chest freezers stacked ovens, and miscellaneous items

6. All Items will be labeled with a color-coded destination or labeled for disposal.
7. Exact items to be moved will be determined after the job walk.

b. Exclusion

1. Restrooms
2. Mechanical Rooms
3. Storage Rooms

Cesar Chavez Early Learning

a. Classrooms

1. Total of 28 regular classrooms to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
2. Total of 2 kindergarten classrooms to move out to include student desks, teacher desks, tables, chairs, carts, shelves, book racks, rugs, and file cabinets.
3. One office room/staff room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
4. One Music Room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables, chairs and band equipment and miscellaneous items
5. Multipurpose/kitchen includes identified refrigerators, dual temp combo units, oven steamers, milk refrigerators, chest freezers stacked ovens, and miscellaneous items
6. All Items will be labeled with a color-coded destination or labeled for disposal.
7. Exact items to be moved will be determined after the job walk.

b. Exclusion

1. Restrooms
2. Mechanical Rooms
3. Storage Rooms

Anthony Dorsa E.S

a. Classrooms

1. Total of 25 regular classrooms to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
2. Total of 3 kindergarten classrooms to move out to include student desks, teacher desks, tables, chairs, carts, shelves, book racks, rugs, and file cabinets.
3. One Community Center to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items

4. One office room/staff room to move out includes boxes and one storage cabinets, tables, shelves, teachers desk, tables chairs and miscellaneous items
5. One Music Room to move out includes boxes and one storage cabinets, tables, shelves, teachers' desk, tables, chairs and band equipment and miscellaneous items
6. Multipurpose/kitchen includes identified refrigerators, dual temp combo units, oven steamers, milk refrigerators, chest freezers stacked ovens, and miscellaneous items
7. All Items will be labeled with a color-coded destination or labeled for disposal.
8. Exact items to be moved will be determined after the job walk.

b. Exclusion

1. Restrooms
2. Mechanical Rooms
3. Storage Rooms

COST PROPOSAL

Contractors must describe and define all costs associated with an annual contract for Moving Services. The proposal cost must include all costs for services in order to perform in accordance with the scope of services.

CONTACT PERSON

All questions and inquiries regarding the Request for Proposal specifications should be directed to Ed Villarreal, Director of MOT, ed.villarreal@arUSD.org.

PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

1. Qualifications of the proposer;
2. Demonstrated expertise and past experience in conducting similar services;
3. Service, functions, and capabilities proposed;
4. Cost of proposal; and
5. Contract terms.

SUMMARY

It is the responsibility of the proposer to submit a proposal that best meets the requirements outlined in this Request for Proposal (RFP). The proposer may elect to include information not requested and the content of the proposal shall be at the discretion of the Proposer. It is the intent of the district to award a contract(s) for Moving Services as a result of this RFP; the school district reserves the right to reject any or all such proposals that it deems not in the best interest of the district and/or students. This Request for Proposal and the proposal submission shall be the basis for a contract award.

SAMPLE AGREEMENT ONLY
RFP NO. 2425-BUS04
Moving Services for School Consolidation

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: _____ (School/Dept.) VENDOR NO. _____

Submitted by: _____

Independent Contract

MOU

Master Contract

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (_____) _____ Email Address: _____

SSN: _____ or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on _____, 20____, and will diligently perform as required and complete performance by _____, 20____, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

_____ a. **Fee Rate:** \$_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of _____ hours/days of service.

_____ b. **Other:** \$_____ (describe rate agreement)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB- OBJ	GOAL	FCTN	COST- CNTR	LOC	PROG	\$AMOUNT	Accountant Initials

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services (“Agreement”) is made and entered into as of the _____ day of _____, 20____, by and between the Alum Rock Union School District (“District”) and _____ (“Contractor”), (together, “Parties”).

RECITALS

WHEREAS, Government Code section 53060 authorizes District to contract with and employ any person for the furnishing of special services and advice in financial, economic, accounting, legal, or administrative matters if such person is specially trained and experienced and competent to perform the special services required;

WHEREAS, Public Contract Code section 20111 authorizes Districts to contract with and employ any person for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is \$114,800 in 2025;

WHEREAS, the District duly determined that it needs some or all of the services (collectively, “Services”) to be provided pursuant to this Agreement; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the services required by District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until Contractor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- _____ Signed Agreement
- _____ Workers' Compensation Certification
- _____ Fingerprinting/Criminal Background Investigation Certification
- _____ Insurance Certificates and Endorsements (**include** sexual misconduct if working with students)
- _____ W-9 Form
- _____ Tuberculosis Clearance (Exhibit B)
- _____ Gifts and Conflicts of Interest Policy (Exhibit C)
- _____ Other: _____

2. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or Contractor’s agents, personnel, employee(s), and/or subcontractor(s), even if such Equipment is furnished, rented or loaned to Contractor by the District.

3. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services are outside the usual course of District's business; and (C) Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

- Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide District with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.
- Contractor is not a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

4. **Performance of Services.**

- 4.1. **Standard of Care.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- 4.2. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement.

5. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, disputes may be determined by mediation if mutually agreeable, otherwise by litigation. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services.

6. **Termination.**

- 6.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 6.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include material violation of this Agreement by Contractor; or any act by Contractor exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate.

- 7. **Indemnification.** To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

8. **Insurance.**

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

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

- 8.2. **Proof of Insurance.** Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District.

9. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
10. **Certificates/Permits/Licenses/Registrations.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.
11. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age 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 of its subcontractor(s).
12. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:
 - 12.1. All site visits shall be arranged through the District;
 - 12.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 12.3. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 12.4. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;
 - 12.5. Contractor and Contractor's employees shall not use student restroom facilities; and
 - 12.6. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
13. **Tuberculosis-Clearance.** The Tuberculosis Clearance Certification (Exhibit B) must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
14. **Business Gifts and Conflicts of Interest Policy.** The Business Gifts and Conflicts of Interest Policy (Exhibit C) must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.
15. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. 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.

16. **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 or electronic mail, addressed as follows:

District:

Alum Rock Union School District

2930 Gay Avenue

San Jose, CA 95127

Fax: _____

Email: _____

ATTN: _____

Contractor:

[NAME]

Fax: _____

Email: _____

ATTN: _____

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

17. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
18. **California 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.
19. **Venue.** The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
20. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
21. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
22. **Interpretation.** No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

23. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
25. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT APPROVALS:

Program Manager: _____ Date: _____
Director of Fiscal Services: _____ Date: _____
Asst. Supt., Bus. Services: _____ Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20__ Dated: _____ 20__
Alum Rock Union School District: **Contractor:**
By: _____ By: _____
Print Name: German Cerda Print Name: _____
Print Title: Superintendent Print Title: _____

Information regarding Contractor:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company


____ Other: _____

____:

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Contractor to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor's  entire Proposal is **not** made part of this Agreement.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(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 District prior to performing any Services under this Agreement.)

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement for Services ("Agreement") between the Alum Rock Union School District ("District") and _____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

- × Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

- × Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

- The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

- Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

- Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

- × Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- ✘ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit B

TUBERCULOSIS-CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the services that are the subject of the Agreement:

The Contractor has **complied** with the tuberculosis requirements of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor or Company: _____

Signature: _____

Print Name and Title: _____

OR

To be completed by authorized District employee only.

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

Exhibit C

Business Gifts and Conflicts of Interest Policy Notice

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
 - a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding \$470 in a calendar year.
 - b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature: _____

Printed _____

Name: _____

Title: _____ Date: _____

Vendor Name: _____

Vendor Address: _____

CONFLICT OF INTEREST CERTIFICATION

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____ TITLE OF OFFICER _____

NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:
 - a. Full-time employee [Yes] [No]
? Part-time employee [Yes] [No]
? As-needed employee [Yes] [No]
? Consultant? Other? Please explain below

Explain: _____

- b. Dates of employment/employment contract/consulting contract?
.
 - c. Which department(s) did employee(s) work at the District?
 - d. Name of Supervisor(s)?
.
 - e. Describe job duties and responsibilities for each District position held.
.
 - f. Last date of employment?
2. Does (has) any District Board Member or District employee have (had) a business position, or serve as an Officer, Partner or Shareholder in your company? [Yes] [No] If the answer is "Yes", please providing the following information:
 - a. Name(s) of the Board Member(s) or employee(s)?
.
 - b. Title/position with your company?

c. If anyone is (was) District Board Member or employee, what percentage of your company's shares does he/she own?

3. Are any of your former employees or consultants presently employed by the District? [Yes] [No] If the answer is "Yes", please provide the following information for each employee:

a. Name of former employee(s)?

b. Position/title with your company?

c. Please describe their duties and responsibilities for each position held at your company.

d. Dates of employment?

I declare under Penalty of Perjury, under the laws of the State of California, that the above-mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

_____, 20____; in the
Month Day

City State

Signature

Printed Name

Title

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH RFP
(Public Contract Code section 7106)

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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