



SAN MATEO-FOSTER CITY
SCHOOL DISTRICT

REQUEST FOR PROPOSAL

TO PROVIDE MOVING AND RELOCATION SERVICES

FOR THE

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

San Mateo-Foster City School District
Facilities
1170 Chess Drive
Foster City, CA 94404

**REQUEST FOR PROPOSALS (“RFP”) FOR
MOVING AND RELOCATION SERVICES
FOR VARIOUS SCHOOL SITES AND ADMINISTRATIVE OFFICES
RFP #19-002, RFP ADVERTISEMENT**

San Mateo-Foster City School District (“District” or “SMFCSD”) is requesting submission of proposals (“Proposals”) from qualified persons, firms, partnerships corporations, associations or professional organizations (“Firm(s)”) to perform the following move management services (“Services”):

1. Moving of: Materials and items which may consist of, without limitation, boxes, furniture, file cabinets, records, educational material and books, computer equipment, sporting equipment, musical instruments, supplies, and other miscellaneous items to their new identified areas as further described herein to be identified from areas such as:
 - a. Classrooms and Administrative Offices
 - b. Industrial Kitchens, Computer Lab, Science Labs
 - c. Libraries,
 - d. Auditorium/Multipurpose rooms
 - e. Workshops
 - f. Music rooms
2. Off-Site Storage of: Materials and items which may consist of, without limitation, boxes, furniture, file cabinets, records, educational material and books, computer equipment, sporting equipment, musical instruments, supplies, and other miscellaneous items to be identified from their current areas as enumerated above.
3. Haul-off: All remaining items and debris leaving the classrooms and interior spaces broom clean.
4. Building Protection of: Floors, doors, walls, wall corners, elevators, etc.
5. Additional Requirements: Packing, unpacking, and placement of materials; packing of labeled items which have not been packed by District staff; delivery and distribution to individual rooms, of labels, boxes, and speed packs.

Firms that intend to submit a Proposal must be insured and appropriately licensed and maintain an office within fifty (50) miles of the District’s Administrative Office. Some of the work associated with these Services may require the payment of not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work pursuant to Labor Code section 1770 et seq.

Interested Firms are invited to submit a Proposal as described below, with one (1) original and three (3) copies of requested materials to:

San Mateo-Foster City School District
Facilities
1170 Chess Drive
Foster City, CA 94404

Submittal packages should be clearly marked with the RFP No. and the title “Moving and Relocation Services.” Questions regarding this RFP, must be in writing and shall only be directed to Jose-Noel Cadiz at jcadiz@smfc.k12.ca.us. The District may respond to questions presented via addenda to this RFP.

All Proposals must be received on or before: June 18, 2019, no later than 2:00 p.m.

Proposals are to be submitted only in sealed envelopes with the proposal name and RFP number; facsimile and electronic transmissions are not permitted. Late responses will not be accepted.

1. Description of Services, Sites, and Schedule.

- 1.1. Services. The selected Firm shall perform the Services described in Exhibit "A" to the form of Independent Contractor Agreement for Professional Services (Moving Services) ("Agreement"), attached hereto as Exhibit A.
- 1.2. Sites. Services shall be performed at various sites as designated by the District.
- 1.3. Schedule. The Services are anticipated to be performed on an as needed basis and may require work after normal work hours and/or weekend work, as set forth in the Agreement, attached hereto as Exhibit A. The Agreement as awarded will be for a 3-year period and can be renewed for another three (3) years.

2. Firm's Proposal.

Firm's Proposal must be concise, well organized, and demonstrate Firm's qualifications and proposed services. Firm's Proposal shall be formatted as outlined below, and submitted on 8½" x 11" paper, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below.

2.1. Firm Information.

- 2.1.1. A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the District.
- 2.1.2. Provide a brief history of Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- 2.1.3. Describe Firm's philosophy and how Firm will work with the District staff to in performing the Services.
- 2.1.4. Provide a statement of ALL claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).
- 2.1.5. Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than five (5).

2.2. Prior Relevant Experience.

- 2.2.1. Provide a list of ALL K-12 and community college districts for which Firm has provided the same or similar Services to in the past five (5) years. Limit your response to no more than the five (5) most recent districts. Include the names of the district, a description of services provided, and the name of the contact person and telephone number at the district. Include a list of qualifications and history of:

- 2.2.1.1. Moving the contents of school sites;

- 2.2.1.2. Furniture Removal (including repurposing of furniture and equipment, mixed material recycling, landfill disposal);
- 2.2.1.3. Off-site storage of furniture / IT equipment; and
- 2.2.1.4. Debris Removal.
- 2.3. **Firm's Current Work Commitments.**
Specify the current and projected workload of Firm and describe Firm's ability to complete the Services during the anticipated period of performance as specified herein.
- 2.4. **Additional Data.**
Provide additional information about the Firm as it may relate to Firm's Proposal and any other data that may assist the District in understanding Firm's qualifications and expertise.
- 2.5. **Proposals.**
 - 2.5.1. Provide Firm's proposed fee rates for performance of the Services described in Exhibit "A" to the Agreement, attached hereto as "Exhibit A."
 - 2.5.2. **Proposal Form.** Firm's proposed fee MUST be provided on the Proposal Form, attached hereto as Attachment "1". Firms that submit a Proposal without including a complete Proposal Form may not be considered.
 - 2.5.3. **Professional Fees.** Provide a current fee schedule for the types of service that Firm offers. If referencing basic services costs, include typical staffing expectations, professional fee schedules, and variations that the District could expect for specific services, as applicable.

3. Form of Agreement

- 3.1. Attached as "Exhibit A" to this RFP is a form of Independent Contractor Agreement for Professional Services (Moving Services) ("Agreement"), including the indemnification provision that the District will include in that Agreement. Please indicate in Firm's Proposal if Firm has any comments or objections to the form of Agreement. PLEASE NOTE: The District does not intend to consider any substantive changes to the form of Agreement if they are not submitted at or before this time.

4. District's Evaluation/Selection Process.

- 4.1. The District intends to select one of the Firms—but reserves the right to select one or more than one Firm—that best meet(s) the District's needs to perform the Services as described in this RFP. From the Firms that provide Proposals to the District, the District may, at its discretion, interview some or all of those Firms. One or more Firms may be selected and recommended to the governing board of the District for approval ("Successful Firm"). The Successful Firm will be selected based on Firm's proposed rates provided in the Proposal Form, qualifications, and demonstrated competence including relevant experience with public agencies and a proven track record of success for these types of Services.
- 4.2. **Commencement of Services.** The District anticipates the selected Firm will be awarded the Services on or about August 1, 2019, and will be issued a Notice to Proceed to begin providing the Services on or about August 15, 2019.

5. Terms and Conditions

- 5.1. The District reserves the right to contract with any Firm responding to this RFP for all or portions of the above-described Services, to reject any Proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever.
- 5.2. The District is not responsible for late delivery of a Proposal. It is the responsibility of the responding Firm to ensure that the Proposal is submitted on time to the District. Proposals that are received after the deadline may not be considered.
- 5.3. Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.
- 5.4. Issuance of this RFP does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a response. Firms should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and fees as well as approval by the District's Board of Education.
- 5.5. The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's work place. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFP so that such provisions will be binding upon each sub-consultant.
- 5.6. Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. Fingerprinting of all personnel who will visit school sites also may be required. The District reserves the right to amend this RFP by means of addenda.
- 5.7. In the event Firm is asked to attend an interview, it is mandatory that the proposed primary project contact and a principal of the Firm with the authority to enter into binding contracts with the District attend the interview. The District is not responsible for any costs the Firm may incur in the preparation of the Proposal, interview, or selection process.



**SAN MATEO-FOSTER CITY
SCHOOL DISTRICT**

**Moving and Relocation Services Request for Proposal
Bid/Award Schedule**

RFP Issued and Advertised.	May 22, 2019 May 29, 2019
Written Request for Information or Clarification. Last Day to Submit	June 7, 2019
Responses to Request for Information/Clarification.	June 12, 2019
Submittal Deadline – 2:00 PM. 1170 Chess Drive, Foster City, CA 94404	June 18, 2019
Review of Submittals.	June 19 – June 27, 2019
Firm(s) Selected	June 28, 2019
Board Meeting.	July, 2019
Award of Services.	August 1, 2019
Notice to Proceed	August 15, 2019



**SAN MATEO-FOSTER CITY
SCHOOL DISTRICT**

Attachment 1 - Proposal Form

1. Proposal. Firm acknowledges and agrees it shall perform the Services, as defined in the RFP and from the Independent Contractor Agreement for Professional Services (Moving Services) (“Agreement”), and fully understands the Scope of Work required in Exhibit “A” to the Agreement, and accepts in full payment for those Services at the following rates which shall not be adjusted unless agreed in writing:

Complete ALL of the following items; indicate any item that is not applicable with “N/A”

General Rate \$ _____/Hour

Staff Rates

Superintendent/Manager\$ _____/Hour

First Mover.....\$ _____/Hour

Second Mover.....\$ _____/Hour

Third Mover\$ _____/Hour

Additional Mover(s).....\$ _____/Hour

Moving Truck Rates (specify different size options if applicable or state “N/A”)

Size 1: _____ \$ _____/Hour

Size 2: _____ \$ _____/Hour

Size 3: _____ \$ _____/Hour

Packaging Materials

Boxes:..... \$ _____/(Small) \$ _____/(Medium) \$ _____/(Large)

Speed Packs:.....\$ _____/

Labels:\$ _____/

All Additional Costs/Charges

Fuel Charges:..... \$ _____

Travel Time:.....\$ _____ Mileage

Charges\$ _____/Mile

Taxes:..... %

Other: _____ \$ _____

Other: _____ \$ _____

Storage Container

Daily/Weekly/Monthly Rate \$ _____ / \$ _____ / \$ _____ / Size _____

Daily/Weekly/Monthly Rate \$ _____ / \$ _____ / \$ _____ / Size _____

Daily/Weekly/Monthly Rate \$ _____ / \$ _____ / \$ _____ / Size _____

2. Special Conditions / Discounts / Fees. Please provide an explanation of any special conditions, discounts, and/or fees applicable to the following:

2.1. Hours / Staffing / Truck Size:

2.2. Fuel / Mileage / Travel Time:

2.3. Misc. (i.e., stairs, weight limits, parking, etc.):

3. Schedule. Firm agrees to commence the Services under the Agreement on the date established in the Notice to Proceed and to complete all work within the time specified in the Agreement.

4. License. Firm certifies that it is, at the time of submitting this Proposal, and shall be throughout the performance of the Services, duly licensed by the State of California to do the type of Services required under the terms of the Agreement, as applicable. Firm further certifies that it is regularly engaged in the general class and type of work called for in the RFP and Agreement.

5. Addenda. Receipt and acceptance of the following addenda, as applicable, is hereby acknowledged.

No:	Date:
No:	Date:
No:	Date:

6. FORM OF AGREEMENT.

DISTRICT'S FORM OF AGREEMENT IS PART OF THE RFP. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT "A" TO THE AGREEMENT. THE SUCCESSFUL FIRM SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE SERVICES, BE REQUIRED TO PROVIDE TO THE DISTRICT THE EXECUTED AGREEMENT, ALL CERTIFICATIONS, INSURANCE DOCUMENTS, AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE AGREEMENT.

Firm hereby certifies to the District that all representations, certifications, and statements made by Firm, as set forth in this Proposal Form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20

Firm _____

Signature _____

Name _____

Title _____

Address of Firm _____

Firm Taxpayer Identification No. _____

Telephone _____ Fax _____

E-mail _____ Web page _____



**SAN MATEO-FOSTER CITY SCHOOL DISTRICT
CONTRACT FOR MISCELLANEOUS FACILITIES SERVICES**

This Contract for miscellaneous facilities services (non-construction) is made and entered into on _____, 20____ (“Contract”), by and between _____ (“Vendor”) and **San Mateo-Foster City School District** (“District”). Vendor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Scope of Services.** Vendor shall furnish to the District the following facilities services (“Services” or “Work”). Vendor to attached Bid Form to this Agreement as Exhibit A:
 - A. Moving of: Materials and items which may consist of, without limitation, boxes, furniture, file cabinets, records, educational material and books, computer equipment, sporting equipment, musical instruments, supplies, and other miscellaneous items to their new identified areas as further described herein to be identified from areas such as:
 - a. Classrooms and Administrative Offices
 - b. Industrial Kitchens, Computer Lab, Science Labs
 - c. Libraries,
 - d. Auditorium/Multipurpose rooms
 - e. Workshops
 - f. Music rooms
 - B. Off-Site Storage of: Materials and items which may consist of, without limitation, boxes, furniture, file cabinets, records, educational material and books, computer equipment, sporting equipment, musical instruments, supplies, and other miscellaneous items to be identified from their current areas as enumerated above.
 - C. Haul-off: All remaining items and debris leaving the classrooms and interior spaces broom clean.
 - D. Building Protection of: Floors, doors, walls, wall corners, elevators, etc.
 - E. Additional Requirements: Packing, unpacking, and placement of materials; packing of labeled items which have not been packed by District staff; delivery and distribution to individual rooms, of labels, boxes, and speed packs.

Vendor shall perform the Services at _____ Multiple Sites _____ (“Site”).

2. **Term.** The term of this Contract shall commence on August, 2019, and end _____, 2022. Vendor shall not commence Services under this Contract until directed by the District and only after Vendor has submitted all certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions of this Contract.
3. **Payment.** On a monthly basis, Vendor shall submit an application for payment for Services performed under the Contract as of the date of submission (“Application for Payment”). Payment for Services satisfactorily performed shall be made within thirty (30) after Vendor submits an invoice to the District for the District’s written approval of the Services or the portion of the Services for which payment is to be made.
4. **Notices and Communications.** Notices and communications between the Parties shall be sent to the following addresses:

District:
San Mateo Foster City School District
1170 Chess Dr.
Foster City, CA 94404
ATTN: _____
Telephone: _____
E-Mail: _____

Vendor:

_____, CA _____
ATTN: _____
Telephone: _____
E-Mail: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

- ___ Contractor's Proposal or Quote
- ___ Request for Proposals
- ___ Notice to Proceed
- ___ Terms and Conditions
- ___ Non-Collusion Declaration
- ___ Prevailing Wage Certification
- ___ Workers' Compensation Certification
- ___ Criminal Background Investigation Certification
- ___ Insurance Certificates and Endorsements
- ___ Work Specifications
- ___ Exhibit "A" ("Scope of Work")
- ___ _____ [Other]

6. **Entire Contract.** This Contract including the Terms and Conditions attached hereto set forth the entire Contract between the Parties hereto and supersedes any prior agreement, understanding, written or oral, between the Parties hereto pertaining to the subject matter hereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Vendor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: _____, 20__

Dated: _____, 20__

San Mateo-Foster City School District

_____ **[Vendor]**

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Vendor:

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation
 Limited Liability Company
 Other: _____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO MISCELLANEOUS FACILITIES SERVICES CONTRACT

1. **SITE EXAMINATION:** Vendor has examined the Site(s) and certifies that it accepts all specifications and conditions affecting the Work to be performed at the Site(s). By submitting its bid, Vendor warrants that it has made all Site examination(s) that it deems necessary perform the Services or Work.

2. **EQUIPMENT AND LABOR:** Vendor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services herein described, the Services to be performed at such times and places as directed by and subject to District approval.

3. **SUBCONTRACTORS:** If Vendor shall subcontract any part of this Contract, Vendor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by Vendor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

4. **TERMINATION:** If Vendor fails to perform the Services or Vendor's duties to the satisfaction of the District, or if Vendor fails to fulfill in a timely and professional manner Vendor's obligations under this Contract, or if Vendor violates any of the terms or provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to Vendor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience.

5. **SAFETY AND SECURITY:** Vendor is responsible for maintaining safety in the performance of this Contract. Vendor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

6. **CHANGE IN SCOPE OF WORK:** Any change in the scope of Services or Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Vendor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair

and reasonable valuations. Vendor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Vendor or a subcontractor. In addition to any other information requested, Vendor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Vendor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

7. **WORKERS:** Vendor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

8. **CORRECTION OF ERRORS:** Vendor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care required herein.

9. **VENDOR SUPERVISION:** Vendor shall provide competent supervision of personnel employed on the Site(s), use of equipment, and quality of workmanship,

10. **CLEAN UP:** Debris shall be removed from the Site. The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

11. **ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Vendor shall provide safe and proper facilities for such access.

12. **PROTECTION OF WORK AND PROPERTY:** The Vendor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Vendor, without special instruction or authorization from District, is permitted to act at its discretion to prevent such threatened loss or injury.

13. **ASSIGNMENT OF CONTRACT:** The Vendor shall not assign or transfer in any way any of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

14. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

15. **FORCE MAJEURE CLAUSE:** Vendor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non performance is not due to the fault or neglect of the Vendor.

16. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Vendor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the District.

17. **PAYMENT:** Unless otherwise specified, the Vendor shall render an invoice for materials delivered or services performed under the Contract. The District shall make payment for materials, supplies or other services furnished under this Contract in lump sum within thirty (30) days of: (1) completion of the Work, and (2) delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Vendor's obligations under the Contract which Vendor has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) reasonable doubt that the Work can be completed for the unpaid balance of the Total

Contract price or by the scheduled completion date; (4) unsatisfactory prosecution of the Work by Vendor; (5) unauthorized deviations from the Contract; (6) failure of the Vendor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (7) erroneous or false estimates by the Vendor of the value of the Work performed; (8) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Vendor is liable under the Contract; and (9) any other sums which the District is entitled to recover from Vendor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

18. **PERMITS AND LICENSES:** Vendor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Vendor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

19. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Vendor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District. Vendor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Vendor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

20. **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, or religious creed, and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all its subcontractor(s).

21. **VENDOR'S INSURANCE:** Vendor has in force, and during the term of this Agreement shall maintain in force at the indicated limits, the following insurance:

- Occurrence Based Commercial General Liability Insurance

General Aggregate	\$2,000,000
Per Occurrence	\$1,000,000

- “Any Auto” Automobile Liability Insurance

Combined Single Limit	\$1,000,000
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- Workers’ Compensation and Employers’ Liability Insurance
Statutory Limits

Vendor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the San Mateo-Foster City School District and its agents, representatives and employees shall be named as an additional insured on all policies. Vendor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Vendor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Vendor, subcontractor, or agent has been obtained.

22. **CONFIDENTIALITY:** Vendor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Vendor encounters while performing the Vendor’s Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

23. **COMPLIANCE WITH LAWS:** Vendor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Vendor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Vendor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Vendor’s receipt of a written termination notice from the District. If Vendor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

24. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of

this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Vendor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in San Mateo County, having competent jurisdiction of the dispute.

25. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Vendor submission of the request for final payment.

26. **CERTIFIED PAYROLL RECORDS:** Vendor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.

27. **LABOR CODE REQUIREMENTS:** The Vendor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). In addition, the Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

28. **ANTI-TRUST CLAIM:** Vendor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final

payment to the Vendor, without further acknowledgment by the parties.

29. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in San Mateo County.

30. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

31. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns and shall inure to the benefit of said parties and their successors and assigns.

32. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

33. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

34. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours-notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

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:

- a. By being insured against liability to pay compensation by 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 workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
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 the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 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 Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, 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 Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background 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.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____
