

# Request for Qualifications and Proposals (RFQ/P)

# IRRIGATION REPAIR SERVICES AT VARIOUS SCHOOL SITES

RFQ/P #24-1102-2

Responses Due: October 17, 2023

No later than 10:00:00 AM

Sacramento City Unified School District
Contracts Department
5735 47<sup>th</sup> Ave.
Sacramento, CA. 95824

Published: September 29, 2023

#### **NOTICE TO BIDDERS**

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

The Request for Qualifications and Proposal ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with Fee Proposal (collectively "RFQ/P Packet"). Respondents m9582224 or deliver one (1) unbound original, two (2) boetend encloses and 6c(p):580412411).

#### Sacramento City Unified School District Request for Qualifications and Proposals #24/8 (q)04

#### **BIDDER'S CHECKLIST**

Company Name:	
Required items to submi	t with proposal:
Bidder's Ch	ecklist (this form)
Acknowledg	gement of Addenda (signed copies)
	of Qualifications (as outlined on pages 8-11)  x Letter of Interest  x Comprehensive Narrative
Fee Propos	al
Non-Collusi	on Declaration
Fingerprintir	ng Certification

#### **RFQ/P SCHEDULE SUMMARY**

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

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#### INTRODUCTION

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

#### **SCOPE OF SERVICES**

- 1. Repair irrigation main (main and lateral lines), valves, sprinkler heads, controllers and components as needed.
- 2. Refer to point of connection at each site.
- 3. All repairs are to be completed following District-specified requirements.
- 4. All materials are to be completed following District-specified requirements.
- 5. Protect repair area from site personnel and students.
- 6. Open areas and trenches left open overnight must be covered and fenced in.
- 7. Locate utilities before starting work at each site.
- 8. Notify District representative prior to a shutdown.
- 9. All repairs must be inspected prior to backfill.
- 10. Any changes or deviations from the scope require Management approval in writing.
- 11. All debris must be removed from site throughout the project and upon completion.
- 12. Job site must be cleaned upon completion.

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1.3. The Statement of Qualifications must contain all requested information about the firm and must be on no larger than 8 1/2 x 11 paper and no more than ten (10) printed pages in length. Documents included in the Appendix will not count against the page limit. Statement of Qualifications should be complete and prepared to provide an insightful, straightforward, and concise overview of the capabilities of firm.

#### 2. Content - Statement of Qualifications

2.1. **Letter of Interest** - A dated Letter of Interest must be submitted, including the legal name of the firm(s), address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Statement of Qualifications on behalf of the firm. The Letter of Interest should provide a brief statement of firm's experience indicating the unique background and qualities of the firm, indshould

#### 2.4. Fee Proposal

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

#### **EVALUATION CRITERIA**

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#### **ATTACHMENT A**

#### Fee Proposal

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

Proposing Firm Name:	

#### **ATTACHMENT B**

#### **CONTRACTOR CERTIFICATION of COMPLIANCE**

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

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

- 1. Employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
- 2. Employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
- 3. Contractor will inform all employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.

4.

#### **SERVICE AGREEMENT TERMS & CONDITIONS**

#### **ARTICLE 1. PAYMENT.**

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

#### **ARTICLE 5. FINGERPRINTING REQUIREMENTS.**

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

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

Contractor shall continuously monitor through DOJ, and obtain subsequent arrest notification from DOJ, regarding any individual whose fingerprints were submitted pursuant to §45125.1 and who is or will be providing service directly to, or has contact with, pupil(s) of the District. Upon receipt of a subsequenh Ds

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- 8. Notify District representative prior to a shutdown.
- 9. All repairs must be inspected prior to backfill.
- 10. Any changes or deviations from the scope require Management approval in writing.
- 11. All debris must be removed from site throughout the project and upon completion.
- 12. Job site must be cleaned upon completion.

#### ARTICLE 2. TERM.

This Agreement shall commence on the Contractor's receipt of Notice to Proceed by the District. The term shall be for an initial three (3) years, with two (2) one-

Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

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

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

#### ARTICLE 7. FINGERPRINTING REQUIREMENTS.

#### \*\*\*INSERT DATA HERE\*\*\*

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

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

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

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

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

#### ARTICLE 11. ASSIGNMENT.

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

#### **ARTICLE 12. NOTICES.**

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

District: Contractor:

Sacramento City Unified School District
Attn: Tina Alvarez Bevens, Contract Analyst

5735 47th Ave

Sacramento CA 95824

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

#### ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the

**Sacramento City Unified School District**