

Business Services

Contracts Office

5735 47th Avenue Sacramento, CA 95824
(916) 643-2464

Rose Ramos, Chief Business Officer

Robert Aldama, Purchasing

District

Project: Project #: 23-0622-2
Solid Waste Handling and Recycling and Composting Services

This addenda shall supersede the original Information, attachments, and specifications regarding RFP/Q No. **23-0622-2** where it adds to, deletes from, clarifies or otherwise modifies them. All other conditions and any previous addenda shall remain unchanged.

RFP/Q No. 23-0622-2

**Sacramento City Unified School District
Request for Qualifications and Proposals #23-0622-2
Solid Waste Handling and Recycling & Composting Services**

**ATTACHMENT D
SERVICES AGREEMENT**

Date: _____ **Place:** Sacramento, California

Parties: Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and ***INSERT DATA HERE*** (hereinafter referred to as "Contractor").

Recitals:

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47th Avenue, Sacramento, CA 95824.

B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.

C. The contract is entered into pursuant to a competitive Request for Qualifications/Proposals (RFQ/P) solicitation under District RFQ/P #23-0.

D. The complete contract includes all contract documents, including the RFQ/P and the attachments thereto, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement and

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certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed contractors.

~~**ARTICLE 8. VACCINATION REQUIREMENTS**~~

~~Per Sacramento City Unified School District Board of Education [Resolution No. 3233](#) requirements, Contractor agrees that any employee, agent, or subcontractor it assigns to provide services at District facilities will be fully vaccinated against COVID-19, unless they have filed a valid exemption with Contractor. Individuals with valid exemptions shall undergo regular, routine testing. Certification of compliance with the above requirements must be submitted using the following link prior to providing services at District facilities:
https://app.informedk12.com/link_campaigns/vaccination_certification_for_contracted_services?token_xpung1bbV5y4WiuunPm8CiQ~~

~~Failure to adhere to the terms of this provision is grounds for termination of the agreement.~~

ARTICLE 9. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

ARTICLE 10. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$2,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

ARTICLE 11. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

The District may terminate this Agreement with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor confirms its insolvency or is adjudged a bankrupt;