



REQUEST FOR PROPOSAL

RFP NUMBER: 2023-005

**FACILITIES
MASTER PLAN DEVELOPMENT**

MOORPARK UNIFIED SCHOOL DISTRICT

Issued: January 12, 2023

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SCHEDULES

RFP Available	January 12, 2023
Request for Information by	January 23, 2023 at 4:00 pm
Final Addendum by	January 30, 2023 at 4:00 pm
Proposals Due by	February 13, 2023 at 10:30 am
Presentations/Interviews	Week of February 20, 2023
Consultant Selection	March 1, 2023
Board Approval of Contract	March 14, 2023

END OF DOCUMENT

NOTICE

INVITING PROPOSALS FOR FACILITIES MASTER PLAN DEVELOPMENT

Notice is hereby given that the Governing Board of the Moorpark Unified School District will receive up to, **but not later than, Monday, February 13, 2023 at 10:30 am local time**, proposals for Facilities Master Plan Development as outlined in **RFP 2023-005**. Proposals are to be delivered to the Facilities Department located at 5297 Maureen Lane, Moorpark CA 93021.

A copy of the RFP is available at the Moorpark Unified School District Maintenance/Facilities Office, or can be downloaded from the MUSD website at the following web address:

<https://www.mrpk.org/businessservices>

Each bid must conform and be fully responsive to the RFP.

The District reserves the right to reject any and all proposals and to waive any informalities or irregularities in the bidding.

END OF DOCUMENT

SUMMARY

Moorpark Unified School District is requesting proposals from qualified consultants to update the existing Facilities Master Plan (FMP) dated April 10, 2001. The revised plan shall identify facility needs for the next 10 years. This plan will be utilized to guide planning, operations, and financial decisions regarding District facilities and programs.

Moorpark Unified School District consists of ten schools which provides education to students in grades transitional kindergarten through 12 residing within the City of Moorpark and a portion of the unincorporated County of Ventura (see Geographical Map, page 11). The City of Moorpark is 12.44 square miles in size and is located in the southeastern portion of Ventura County, approximately 50 miles northwest of downtown Los Angeles.

Scope of Work:

The consultant shall seek input from the district and various stakeholders to update the existing 10-year master plan to serve as a basis for future facilities planning, operations, and financial decisions.

The master plan will include an overview of the school district and include specific components: educational program plans, facility standards based on existing and/or future needs, facility condition and suitability assessments of all schools and support buildings, capacity and utilization analyses, enrollment projections, demographics study, and capital availability analysis. Among other things, the master plan needs to include the following information:

1. Assessments of each facility, including operating condition, disability requirements, mechanical/electrical equipment condition, fire/life/safety issues, security, athletic facilities, utility infrastructure, educational suitability, energy consumption, space utilization, and technology infrastructure. Consultant shall conduct physical site inspections to understand the basis for modernization, new construction, and replacement based upon the educational curriculum, maintenance and operating histories of each school and/or support facility.
2. The consultant shall work with the district to define the specific types and characteristics of spaces for the assessment. Evaluate how facilities meet standards and support specific functions, including both instructional areas (i.e., classrooms, labs, media center, gym) and other supporting areas (i.e., administration, clinic, counseling, cafeteria, playgrounds, etc.).
3. Consultant shall utilize the district approved Educational Specifications and provide recommendations for updates to be consistent with the District's Educational Facilities Program.
4. Identify expansion, remodeling, new schools, and site acquisitions needed to meet the projected student enrollment and the instructional goals of the education program. Identify opportunities for combined schools, closures, or attendance boundary changes.

5. Identify missing, current, and future facility gaps, including technology and safety gaps.
6. Identify and quantify all deficient conditions in terms of deferred maintenance, preventative maintenance, and code compliance (including building and fire/life safety code noncompliance issues). Define clearly and accurately the cause or nature of each deficient condition and propose methods of correction for each deficient condition.
7. Define strategies to improve site vehicle and pedestrian circulation, safety, security, and functionality of school grounds.
8. Include community engagement from the school community, school board, staff, and other community members regarding the facility issues. Consultant shall also propose additional methods (e.g., website, interviews, surveys, community forums and focus groups) to gather information and schedule to obtain additional community input regarding school facilities.
9. Provide a yearly schedule of projected facility needs and their associated costs for the next 10 years prioritizing short-term and long-term needs, preparing individual site Facilities Master Plans along with an overall final Facilities Master Plan. Preparation of a final Facilities Master Plan that is digitally accessible, can be uploaded to the Districts website, and complies with the United States American with Disabilities Act.
10. Provide cost estimates for correction of each project identified by industry standards, published construction and facilities maintenance cost estimating data that includes appropriate adjustments for local labor and material costs. Costs shall include soft costs for design fees architect/engineering (A/E), Project Manager (PM) fees, DSA inspector fees and permit fees as well as the identification of appropriate escalation and contingency costs.
11. The use of life cycle cost analysis and remaining useful life will be used to determine if a building or building component should be repaired or replaced.

Services excluded: Evaluation of conditions concealed by construction, destructive investigation, materials testing (soils, hazmat, etc.) and condition analysis of underground utilities.

Request for Proposal Requirements:

Firms submitting proposals in response to this RFP must follow format below. Material must be in 8 ½ x 11-inch format, font size 12 point or larger, not to exceed 30 pages. Each proposal shall include a Front Cover stating the following: “Proposal for **[FIRM NAME]** in Response to Moorpark Unified School District’s RFP #2023-005 for Facilities Master Planning Services”.

Each proposal shall include a table of contents and divider tabs labeled with boldface headers below (e.g. the first tab would be entitled “Cover Letter”).

A. Tab 1: Cover Letter

- Firm Submitting information: Provide firm name, address, contact, and number of years providing facility condition and functional adequacy assessment services and master planning services. Include statement of capability to complete the scope of work.
- Respondent shall certify that no official or employee of the District and no business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- Respondent shall sign and add the following language:
“By virtue of this submission, [INSERT FIRM NAME] declares that all information provided is true and correct.”

B. Tab 2: Business Information

- Project team: Include an organizational chart that depicts reporting responsibilities of proposed team members—from company officers to professional field staff. Include resumes for each team member. Please list possible consultants you might use.
- Project experience: Provide a brief description of Facility Condition Assessment, Deferred Maintenance, Preventative Maintenance Planning experience and master planning services. Provide three examples of projects ongoing or completed within the last three years that include(d) Facility Condition Assessment, and Deferred Maintenance Planning and Preventative Maintenance services.

C. Tab 3: Firm Qualifications and Planning Approach

- Provide a brief written summary of why your firm is qualified and is the best option for the District to develop a Facilities Master Plan.
- List at minimum two references and provide phone numbers of owner’s representatives. Provide a list of the Facilities Master Plans prepared by your firm in the last five years for California public K-12 districts.
- Technical planning approach and management plan: Provide the firm’s technical approach and management plan.
- The firm will work closely with the District to ensure accurate, timely, and sufficient information is gathered necessary to complete the project. Accordingly, please respond to the following questions:

1. Which stakeholders are necessary to participate in the information gathering phase to provide a successful Facilities Master Plan?
2. Describe how your team will work with the District, faculty, staff, and stakeholders to manage and keep the project on schedule to present the final product
3. How will sub-consultants be utilized on the Project(s) and to what extent work will be performed in-house?
4. How will your firm ensure that your subconsultants collect and document accurately the information necessary for the Facilities Master Plan?
5. How would your firm provide accurate cost estimating and budget information using conceptual drawings included in the Facilities Master Plan?
6. What information is required from the District that ensures you have the necessary documents to prepare a Facilities Master Plan?
7. What strategies will be used to assure appropriate participation from the District and community stakeholders?

D. Tab 4: Fees and Schedule

- The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. Proposer is responsible for understanding the complexity of the District, the complexity of the proposed work, and submitting a not-to-exceed fee accordingly using the form below.
- Please indicate the title of each team member to be assigned to this project, the billable hourly rate, and the estimated total hours required to fulfill each assigned team member’s duties. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Team Member/Title	Hourly Billable Rate	Total Est. Project Hours	Extended Costs
	\$		\$
TOTAL PROPOSED COST			\$

- Other expenses including, without limitation, for offices, computers and peripherals, printers, fax machines, photocopy equipment, photocopies and related reproductions, travel and related expenses shall be included in the fee proposal and not separate reimbursements.
- Schedule: Provide a proposed schedule that includes at least the following:
 1. Initial date available to start
 2. Reviews with district key staff
 3. Field data collection
 4. Project planning
 5. Budget development
 6. Project building workshop with district staff and other appropriate individuals or groups.
 7. Community outreaches
 8. Estimated draft completion

Evaluation Criteria:

Moorpark Unified School District shall use the following criteria in evaluating proposals received. A review and selection committee composed of key district officials will evaluate proposals. Consideration may also be given to any additional information helpful to the district. The district is not bound to accept the lowest priced proposal if that proposal is not the most advantageous to the district as determined by the selection committee.

Scoring Criteria:

1. Experience and performance history of the firm with similar services;
2. Experience and results of proposed team;
3. Reputation of individual firms as determined by references from previous clients;
4. Location of office and accessibility to the District;
5. Overall responsiveness of the submittal;
6. Proposed fee schedule and determination of best value to the District

At the district’s discretion, a presentation and oral interviews may be scheduled. Each Proposal must be complete. Incomplete Proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether respondents are responsive, responsible, and qualified.

END OF DOCUMENT

AREA CALCULATIONS RECAP

SCHOOL	CLASSROOM COUNT	PERMANENT CLASSROOM	RELOCATABLE CLASSROOM	BUILDING DATES	TOTAL SQ. FT.
Arroyo West	35	27	8	1990, 2008	44,785
Campus Canyon	34	27	7	1988, 2006	46,340
Flory/ECC	38	31	7	1937, 1950, 1960, 2004	55,476
Mountain Meadows	38	32	6	1987, 1989, 2008	52,986
Peach Hill	39	28	11	1984, 2004	57,120
Walnut Canyon	34	15	19	1938, 1999, 2003	64,772
Mesa Verde	39	28	11	1994	70,037
Chaparral	53	46	7	1960, 1980, 1981, 1994, 2003, 2005	87,174
Moorpark High School	110	110	0	1988, 1992, 2000, 2002, 2005	241,156
HS @ MC	3	1	2		
District Office	--	--		1987	61,000
Totals	423	345	78		780,846

END OF DOCUMENT

LOCATION OF SERVICES

Campus Canyon K – 8
15300 Monroe Avenue
Moorpark CA 93021

Mountain Meadows Elementary School
4200 Mountain Meadow Drive
Moorpark CA 93021

Walnut Canyon Elementary School
280 Casey Road
Moorpark CA 93021

Peach Hill Academy Elementary School
13400 Christian Barrett Drive
Moorpark CA 93021

Flory Academy Elementary School
240 Flory Avenue
Moorpark CA 93021

Mesa Verde Middle School
14000 Peach Hill Road
Moorpark CA 93021

Chaparral Middle School
280 Poindexter Avenue
Moorpark CA 93021

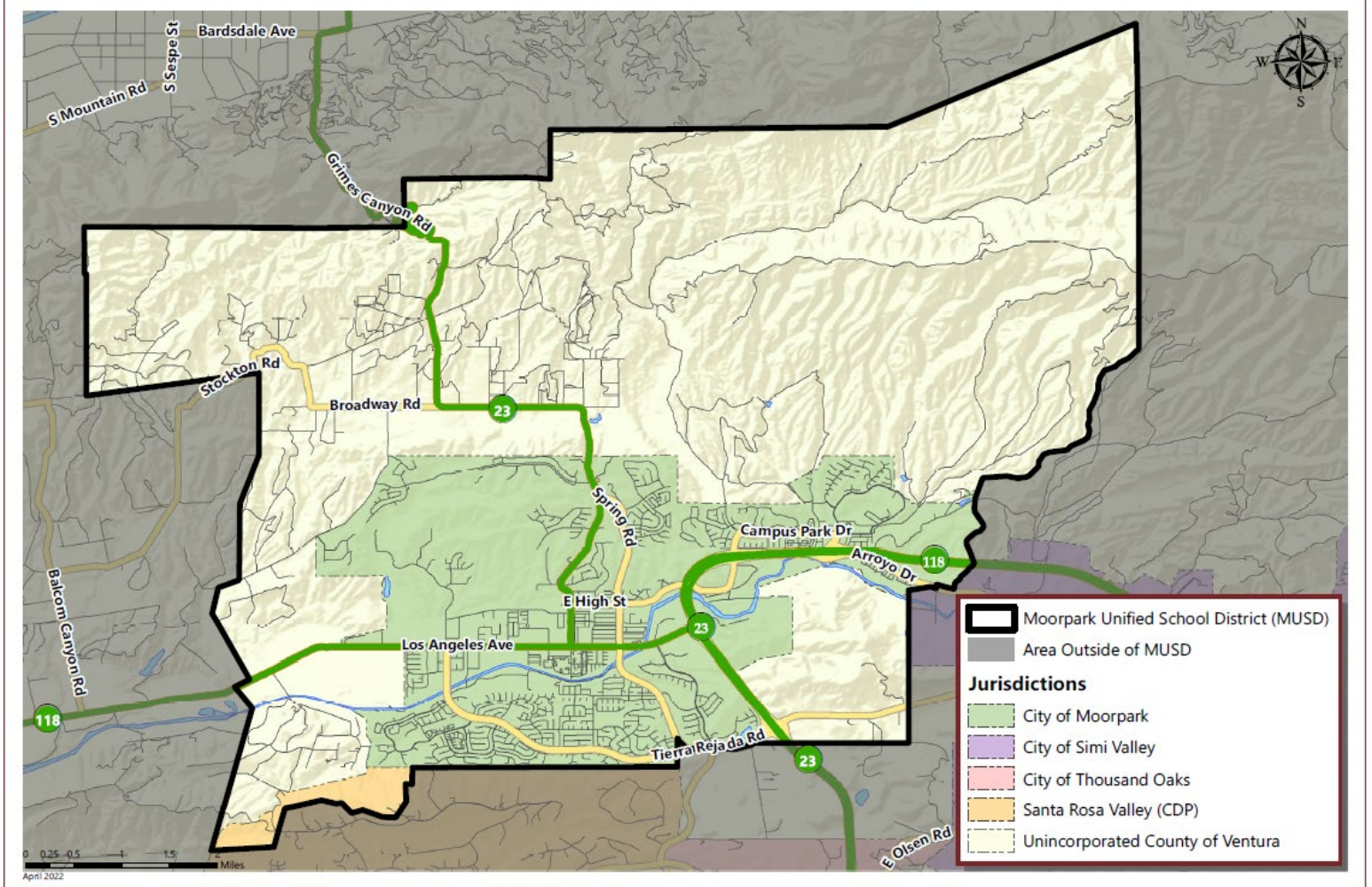
Moorpark High School
4500 Tierra Rejada Road
Moorpark CA 93021

Arroyo West Elementary School
4117 Country Hill Road
Moorpark CA 93021

The High School @ Moorpark College
7075 Campus Road
Moorpark CA 93021

Moorpark District Offices
5297 Maureen Lane
Moorpark CA 93021

END OF DOCUMENT



END OF DOCUMENT

**INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES
Facilities Master Plan Development**

This agreement (“Agreement”) is by and between the Moorpark Unified School District (“District”) and **[Contractor Name]** (“Contractor”) (together, they are referred to as “Parties,” and individually, as a “Party”).

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on **[Insert Date]** (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) **[insert Ending Date]**.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor’s employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor 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.

4. SCOPE OF SERVICES

Contractor shall furnish to the District the services described in Exhibit A (“Services”).

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B (“Compensation”).

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C.

7. INSURANCE

Exhibit D, entitled Insurance, is attached and incorporated by reference.

8. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To District:

Moorpark Unified School District
5297 Maureen Lane
Moorpark CA 93021
Attn: Assistant Superintendent of Business Services

To Contractor:

[Contractor Name]
[Contractor Address]
[Contractor City, State, Zip code]
Attn: [Contractor Contact]

9. LIMITATION OF LIABILITY

Other than as provided in this Agreement, the 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 the 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.

The Parties have executed this Agreement on the dates indicated below.

Moorpark Unified School District

[Contractor Name]

Date: _____, 20____

Date: _____, 20____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

EXHIBIT A
TO AGREEMENT FOR SERVICES

SCOPE OF SERVICES

The consultant shall seek input from the district and various stakeholders to update the existing 10-year master plan to serve as a basis for future facilities planning, operations, and financial decisions.

The master plan will include an overview of the school district and include specific components: educational program plans, facility standards based on existing and/or future needs, facility condition and suitability assessments of all schools and support buildings, capacity and utilization analyses, enrollment projections, demographics study, and capital availability analysis. Among other things, the master plan needs to include the following information:

1. Assessments of each facility, including operating condition, disability requirements, mechanical/electrical equipment condition, fire/life/safety issues, security, athletic facilities, utility infrastructure, educational suitability, energy consumption, space utilization, and technology infrastructure. Consultant shall conduct physical site inspections to understand the basis for modernization, new construction, and replacement based upon the educational curriculum, maintenance and operating histories of each school and/or support facility.
2. The consultant shall work with the district to define the specific types and characteristics of spaces for the assessment. Evaluate how facilities meet standards and support specific functions, including both instructional areas (i.e., classrooms, labs, media center, gym) and other supporting areas (i.e., administration, clinic, counseling, cafeteria, playgrounds, etc.).
3. Consultant shall utilize the district approved Educational Specifications and provide recommendations for updates to be consistent with the District's Educational Facilities Program.
4. Identify expansion, remodeling, new schools, and site acquisitions needed to meet the projected student enrollment and the instructional goals of the education program. Identify opportunities for combined schools, closures, or attendance boundary changes.
5. Identify missing, current, and future facility gaps, including technology and safety gaps.
6. Identify and quantify all deficient conditions in terms of deferred maintenance, preventative maintenance, and code compliance (including building and fire/life safety code noncompliance issues). Define clearly and accurately the cause or nature of each deficient condition and propose methods of correction for each deficient condition.
7. Define strategies to improve site vehicle and pedestrian circulation, safety, security, and functionality of school grounds.

8. Include community engagement from the school community, school board, staff, and other community members regarding the facility issues. Consultant shall also propose additional methods (e.g., website, interviews, surveys, community forums and focus groups) to gather information and schedule to obtain additional community input regarding school facilities.
9. Provide a yearly schedule of projected facility needs and their associated costs for the next 10 years prioritizing short-term and long-term needs, preparing individual site Facilities Master Plans along with an overall final Facilities Master Plan. Preparation of a final Facilities Master Plan that is digitally accessible, can be uploaded to the Districts website, and complies with the United States American with Disabilities Act.
10. Provide cost estimates for correction of each project identified by industry standards, published construction and facilities maintenance cost estimating data that includes appropriate adjustments for local labor and material costs. Costs shall include soft costs for design fees architect/engineering (A/E), Project Manager (PM) fees, DSA inspector fees and permit fees as well as the identification of appropriate escalation and contingency costs.
11. The use of life cycle cost analysis and remaining useful life will be used to determine if a building or building component should be repaired or replaced.

Services excluded: Evaluation of conditions concealed by construction, destructive investigation, materials testing (soils, hazmat, etc.) and condition analysis of underground utilities.

COMPENSATION

A. **Compensation**

Not to exceed the sum of _____.

B. **Payment**

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after Contractor submits an invoice to the District for Services actually completed.

EXHIBIT C
TO AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
2. **ORIGINALITY OF SERVICES.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by the District as a basis for such services.
3. **PRODUCT.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. The District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
4. **TERMINATION.**
 - a. **Without Cause by District.** The 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 the 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) days after the day of mailing, whichever is sooner.
 - b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.
 - c. **With Cause by the District.** The District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by Contractor; or
 - (2) any act by Contractor exposing the District to liability to others for personal injury or property damage; or
 - (3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.Written notice by the District shall contain the reasons for such intent 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. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.
 - d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - (1) material violation of this Agreement by the District; or
 - (2) any act by the District exposing Contractor to liability to others for personal injury or property damage; or
 - (3) the District is adjudged bankrupt, the District makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) 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 thirty (30) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.
 - e. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

5. INDEMNIFICATION/DEFENSE/HOLD HARMLESS.

- a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:
 - (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; **or**
 - (2) arises out of, pertains to, or relates to the performance of this Agreement
 - b. **Indemnified Parties, Defined.** The "Indemnified Parties" are the District, its officers, consultants, employees, and trustees.
 - c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:
 - (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor; and
 - (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.
 - d. The District may accept or reject legal counsel Contractor proposes to defend the District with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend the District at Contractor's expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.
- 6. INSURANCE.** Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
- 7. CONFIDENTIALITY.** Contractor and Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of the District, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to the District notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that the District may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
- 8. CONFLICT OF INTEREST.** Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify the District of this information.
- 9. APPROVAL OF LEGISLATIVE BODY.** This Agreement shall not be binding upon the District until the District's Governing Board has approved all the terms and conditions contained herein.
- 10. DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
- 11. COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary

changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. 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.

- 12. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor 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.
- 14. 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, 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, or any other class or status protected by applicable law, and therefore 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. In addition, Contractor agrees to require like compliance by all its subcontractor(s).
- 15. FINGERPRINTING OF EMPLOYEES.** Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if required by law to do so. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of Contractor. Verification of compliance with this Section shall be provided in writing to the District prior to each individual's contact with any student.
- 16. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 17. EVALUATION OF CONTRACTOR AND SUBORDINATES.** The District may evaluate Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - a. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)
- 18. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by the District.
- 19. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 20. ASSIGNMENT AND SUCCESSORS.** Neither the District nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided

herein, upon their executors, administrators, successors, and assigns.

- 21. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 22. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 23. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which the District's principal administrative office is located.
- 24. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 25. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 26. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both the District and Contractor.
- 27. MODIFICATION.** This Agreement may be amended at any time by the written agreement of the District and Contractor.
- 28. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 29. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 30. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 31. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

**EXHIBIT D
TO AGREEMENT FOR SERVICES**

INSURANCE

1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
 - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - 1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Contractor shall sign and file with the District the following certification prior to performing the work of the contract: “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.”
 - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, 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 \$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$1,000,000

2. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage’s have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - 2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”
 - 2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 2.3. An endorsement stating that the District and the State and their representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance.

An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the District.

- 2.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.
3. Broader Coverage: If the service provider maintains broader coverage and/or higher limits than the minimums shown above, MUSD requires and shall be entitled to the broader coverage and/or higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MUSD.