

REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P)

Facilities Master Planning Services RFQ/P Project#01-0351

RESPONSES DUE:

October 22, 2025, by 2:00 PM



SAN MATEO UNION HIGH SCHOOL DISTRICT

Capital Facilities & Construction

Attn: Charlie Royce, Director

1350 Bayshore Highway, Suite 150

Burlingame, CA 94010

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INTRODUCTION

1. Introduction

San Mateo Union High School District ("District" or "SMUHSD") is seeking statements of qualifications and fee proposals from experienced Consultants to provide a Five (5) Year Facilities Master Plan ("FMP") Services. These services are designed to address all District-owned facilities comprehensively and are more fully described in the Exhibit A - Description of Services, attached hereto.

The District is requesting proposals from experienced firms, partnerships, corporations, associations, persons, or professional organizations ("Proposers" or "Consultants") to provide proposals for FMP Services ("Project"). These services are intended to comprehensively address all District-owned and operated facilities, including Aragon HS, Burlingame HS, Capuchino HS, Hillsdale HS, Mills HS, Peninsula HS, San Mateo HS, Adult School, District Office, Transportation, and Maintenance-Operations. The primary goal of the FMP is to serve as a roadmap for future facility development, renovation, modernization, and maintenance. The plan will address the long-range and short-term goals and objectives of the Board of Trustees ("Board") and help inform operational efficiency, leveraging available capital funds.

The FMP must be online and interactive, with both public-facing and private access components. Interested Consultants are encouraged to submit detailed proposals outlining their expertise and strategies for achieving these objectives. The primary goal of developing a five (5) year facilities master plan for modernization, parity, new construction, and financial planning of 9th – 12th-grade public school capital improvement projects. Qualified firms must meet all of the criteria to be considered.

Firms should note that the District, like other leading public and private organizations nationwide, maintains the highest standards of business ethics and integrity in its relationships with consultants and contractors. By participating in this RFQ/P, firms shall refrain from any type of lobbying of faculty, staff, and agents of the District or its Board of Trustees. The taking of any action to influence the purchasing, contracting, policy, or other decisions under consideration by District officials during this process is strictly

prohibited.

2. Background

The District office is located in San Mateo, California. For the School Year ("SY") 2025-2026, SMUHSD is serving a total of 8,746 students in District-run schools in grades 9-12. Another 1,213 Certificated Staff, Classified Staff, and Administrators support the District. SMUHSD has a total of 8 physical campuses, a transportation yard, and a maintenance facility. Additional information can be found at the following link: <https://www.smuhsd.org/departments/capital-facilities>

3. Critical Date

Proposal Due Date: Proposals in response to this RFQ/P must be submitted **SEALED**, **no later than October 22, 2025 at 2:00 p.m.**

4. Schedule of Events

Proposers interested in submitting responses to this RFQ/P should do so according to the following schedule. A proposer may be disqualified from further consideration for failing to adhere to the dates and times specified below. All times referred to in this RFQ/P are Pacific Time.

EVENT	DATE, TIME
Release of RFQ/P	October 7, 2025 & October 14, 2025
Deadline for Questions	October 15, 2025
Deadline for Response to Clarifications	October 20, 2025
Proposal Due Date and Time	October 22, 2025, (PST)
Oral Presentation/Interviews (if scheduled by District)	November 4, 2025
Recommendation of Award to Board of Trustees	November 6, 2025
Term of Contract	November 21, 2025 – March 1, 2027

Note: The above dates and times are subject to change at the option of the District.

GENERAL INSTRUCTIONS

5. Submittal Response

The respondent shall submit **two (2) originals and one (1) electronic copy (USB/C flash drive) before 2:00 p.m. (local time), October 22, 2025 to:**

**San Mateo High School District
Capital Facilities and Construction,
Attention: Charlie Royce
1350 Bayshore Hwy., Suite 150,
Burlingame, CA 94010**

Proposals received after **2:00 p.m., October 22, 2025**, will be rejected by the District and returned without review. The District shall not be responsible for, nor accept as a valid excuse for late proposal delivery, any delay in mail service or other method of delivery used by the respondent. Faxed and/or Emailed Proposals will not be accepted.

All proposals shall be enclosed in a sealed package(s) plainly marked with the words:

“Proposal for RFQ/P Project 01-0351 Facilities Master Planning Services”

Submitted proposals must include the District's Request for Proposal package, along with the Proposal and Agreement forms and Pricing Sections. A “wet” signature is required for the purposes of this RFQ/P. The completed document (s) should be free from interlineations, alterations, or erasures.

All Proposals shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 60 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by the consent of the District.

Questions from Proposers

Questions or comments regarding this RFQ/P must be in writing and received no later than **12:00 p.m. (PDT) on October 15, 2025**. Any questions submitted after the deadline will not be answered. Any questions relative to the proposal shall be directed, in writing, to Charlie Royce, Director of Facilities and Construction, CRoyce@smuhsd.org.

Subject Line: Facilities Master Planning Services RFQ/P #01-0351

Questions

6. RFQ/P Addenda/Clarification

If it becomes necessary for the District to revise any part of this RFQ/P, or to provide clarification or additional information after the response documents are released, a written addendum will be posted on the District website. The District shall not be held liable for oral representations made by its officers, employees or agents. It shall be the responsibility of the respondents to check the District website or inquire with the District regarding any addenda issued. This may be done by emailing the Director at CRoyce@smuhsd.org prior to the proposal-submittal deadline. All addenda issued shall become part of the RFQ/P. In addition, responses to written questions received will be incorporated in an RFQ/P addendum. **Proposers shall not contact any other employee, officer, or representative of the District regarding this proposal.**

7. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the responder in: (1) preparing its response to this RFQ/P; (2) submitting that response to the District; (3) negotiating with the District any matter related to this RFQ/P, including a possible contract; or (4) engaging in any other activity before the effective date of contract award and subsequent Notice to Proceed, if any, resulting from this RFQ/P. The District shall not, under any circumstances, be liable for any pre-contractual expenses incurred by respondents, and respondents shall not include any such expenses as part of their responses.

8. No Commitment to Award

Issuance of this RFQ/P and receipt of responses do not commit the District to award a contract. The District expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received to this RFQ/P, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFQ/P. Decisions to award contract(s) as a result of this RFQ/P are final and without appeal.

9. Exceptions/Deviations

Any exceptions to or deviations from the requirements outlined in this RFQ/P must be declared in the proposal submitted by the respondent. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations," and incorporated in the Appendix section of the proposal.

10. Confidential Information

It is understood that proposals made in response to this RFQ/P may contain technical, financial, or other data, the public disclosure of which would cause substantial injury to the Consultant's competitive position or that would constitute a trade secret. To protect this data from disclosure, the Consultant should specifically identify the pages of the proposal that contain such information by appropriately marking the applicable pages and by inserting the following notice in the form of its proposal.

11. Notice

The data on pages of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain information that is a trade secret, disclosure of which would cause substantial injury to the Consultant's competitive position. The Consultant requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the District determines is proper under federal, state, and local law.

12. Alternative Proposals

Only one final proposal is to be submitted by each Proposer. Multiple proposals will result in the rejection of all proposals submitted by the Proposer.

13. Withdrawal of Proposal

The Consultant or team may withdraw its Proposal at any time before the proposal submission deadline for receipt of proposals by delivering a written request signed by an authorized officer of the Consultant's organization to the attention of **Charlie Royce, Director of Facilities and Construction.**

Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. **Withdrawal or modification offered in any other manner**

will not be considered.

RESPONSE FORMAT AND CONTENT

14. Presentation

No proposal shall receive consideration by the District unless made in accordance with this RFQ/P and the instructions detailed herein. The proposal must be in black ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal. No oral, telegraphic, facsimile, or telephonic modifications will be accepted.

Responses shall be submitted in 8 ½" X 11" sizes. Responses should be typed in no less than size 11 fonts and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise.

15. Proposer Identification

Each proposal must state the full business address of the proposer and must be signed by the proposer with a "wet" signature. Proposals by partnerships must include the full names of all partners and be signed in the partnership name by a general partner with the authority to bind the partnership in such matters.

Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter.

Proposals by limited liability companies must be signed with the legal name of the limited liability company, followed by the signature and designation of the managing member and title, or other person authorized to bind the corporation in this matter.

The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer/member signing on behalf of the corporation or limited liability company shall be

furnished. A proposer's failure to properly sign required forms may result in rejection of the proposal.

Proposers shall submit certificates of good standing from the California Secretary of State and California Franchise Tax Board.

16. Proposal Content

The following format has been prepared as a guide for the development of the proposal in response to this RFQ/P. Proposals should address each item thoroughly and follow this format. Comments should be specific, and generalized discussions should be avoided. Proposals must be limited to responses to the questions and issues outlined below.

All individuals who will be directly involved with the Project should be identified and represent the firm in all discussions and interviews.

16.1 Executive Summary (Limit: 2 Pages)

The executive summary shall be addressed to Charlie Royce, Director of Facilities and Construction, and should introduce the firm or individual and must be signed by an authorized officer of the firm or organization or by the individual that binds the terms of the Proposal. The executive summary must contain the following:

- 16.1.1 Legal name of the firm.
- 16.1.2 State whether the firm is local, national, or international.
- 16.1.3 Type of firm (individual, corporation, etc.).
- 16.1.4 Brief description of the firm, including the number of years in business.
- 16.1.5 Number of employees located in Southern California Counties (
- 16.1.6 Date firm established.
- 16.1.7 California Business License Number.
- 16.1.8 Tax Identification Number.
- 16.1.9 Address, telephone, e-mail address, and fax number of the person and office that will be primarily responsible for providing services for the proposal.

- 16.1.10 If submitting as a team, note which team member (company) is the prime consultant or if it will be a prime sub-consultant(s) contractual relationship.

16.2 Table of Contents (Limit: 1 Page)

- 16.2.1 The Table of Contents is to be included in the Proposal and is to be no more than one (1) page.

16.3 Experience and Project Team Summary Proposed Staffing (Limit: 4 Pages)

In this section, please discuss the staff of proposing firm who would be assigned to work with the District.

- 16.3.1 Describe your firm in terms of number of years in business and experience developing Facilities Master Plans for Public K-12 School Districts similar to that contemplated in this RFQ/P.
- 16.3.2 Describe briefly the services to be provided by your firm as they relate to conducting Facilities Master Planning for Public K-12 institutions.
- 16.3.3 Identify persons who will be principally responsible for working with the District. Include short bios for each designated individual. Indicate the role and responsibility of each individual. This also includes sub-consultants. Specifically discuss the team's background, experience, training in executing the scope of services of this size and scope specified herein and licensing as applicable.
- 16.3.4 The District is planning for a general obligation bond in 2026. Describe how your firm will coordinate with other District consultants in planning that effort and your firm's experience with general obligation bond financing as such financing relates to facilities master planning.

16.4 Methodology (Limit: 10 Pages)

- 16.4.1 At a minimum, the requirements that inform the Facilities Master Plan include the following:
- Vision and Goals

- District Profile
- Demographics & Enrollment Analysis
- Condition and Needs Assessment (note: The Facilities Others provide Condition Assessment (FCA); however, the successful firm will be required to coordinate and incorporate the findings of the FCA in the Facilities Master Plan.)
- Identify and document Emerging Priorities
- Identify and document Budget Limitations and Funding Sources

Describe how your Firm will approach each of these elements for inclusion in the final product.

16.4.2 If your Firm has identified additional elements that have proven successful in other Facilities Master Planning projects it has undertaken, include those elements along with a description of those tasks and the predicted value supporting inclusion in the District's process.

16.4.3 The District is considering a general obligation bond in 2026. Please describe how your firm's process and methodology will add value to the District's goals.

16.5 References (Limit: 5 Pages)

16.5.1 Please provide at least five recent (within the last five years) districts for whom your firm has provided services similar to what is being requested in this RFQ/P. Referenced school districts should be similar in size to the District. Please include the following information below:

- Year(s): i.e. 2020
- Institution/Entity: i.e. XYZ USD
- Contact Person: i.e. Smith, John
- Title: i.e. Chief Financial Officer
- Contact Phone Number: i.e. (619) 555-5555
- E-mail address i.e. J.Smith@acme.com
- Dollar Value of Transactions: i.e. \$50,000.00

- Brief scope of work provided and corresponding dates
- 16.5.2 Please demonstrate your firm's experience in providing Facilities Master Plans services to school districts similar in size to the District.
- 16.5.3 Please provide any value-added alternates, based on the firm's experience with Facilities Master Planning, that would enhance the capital planning program.
- 16.5.4 Please disclose any contractual arrangements of the firm that could present a real or perceived conflict of interest in providing services to the District.

16.6 Rationale for Selection (Limit: 1 page)

- 16.6.1 Proposer should describe, in narrative form, why they feel they are the best candidate to perform the work specified by the RFQ/P. Provide additional information you feel is relevant to your consideration. Supporting data and other supporting material may be provided in the Appendix portion of your response.

16.7 Project Plan (Limit: 1 page)

- 16.7.1 Proposer should submit as a part of their proposal a proposed project plan, including schedule and key milestones, describing how they will perform the work required by the proposed project plan. Also, make use of this section to propose how you intend to implement your plan.

16.8 Litigation/Disputes/ Disciplinary Action (Limit: 1 Page)

In this section, provide specific information on notices of default, termination for default, litigation settled or judgments entered within the last five (5) years related to your firm. Also, provide information relative to any convictions for filing false claims within the past five (5) years.

In addition, provide the project name, date of dispute/claim, name of entity against whom the Claim was filed, a brief description of the nature of the claim,

the court and case number and a brief description of the status of any claim in excess of \$10,000 made against owner concerning professional services work performed by a consultant or a sub-consultant working for the consultant. Provide details of any of the following actions:

- 16.8.1 If any regulatory agency has taken disciplinary action against the firm or firm team members in Statement of Qualification,
- 16.8.2 If the firm or firm team members has even been convicted of a federal or state crime of fraud, theft or other act of dishonesty,
- 16.8.3 If the firm or firm team members has ever been convicted for a crime involving any federal, state, or local law related to services provided by the firm or firm team members,
- 16.8.4 If any firm team member (including any licensed responsible-in-charge individual on the proposed team) or to the firm has been found liable in a civil suit for material misrepresentation to any public agency or entity,
- 16.8.5 If in the last five (5) years any firm team member (including any licensed responsible-in-charge individual on the proposed team) or the firm has been debarred, removed or otherwise prevented from bidding on, or competing on any government agency or public works project for any reason.
- 16.8.6 If any insurance carrier in the last five (5) years, for any form of insurance, refused to renew an insurance policy for the firm or any firm team member (including any licensed responsible-in-charge individual on the proposed team) based on non-payment or losses.
- 16.8.7 Failure to enter into a contract or professional services agreement once selected.
- 16.8.8 Withdrawal of a proposal as a result of an error.
- 16.8.9 Termination or failure to complete a contract.
- 16.8.10 Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of violating any other federal or state law related to

bidding or professional services performance.

16.8.11 Knowing concealment of any deficiency in the performance of a prior contract.

16.8.12 Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.

16.8.13 Willful disregard for applicable rules, laws or regulations.

16.9 Insurance (Limit: 1 Page – Not Including Supporting Documentation)

Consultant are to provide a letter from their insurance company indicating ability to provide insurance. Insurance requirements include the following:

16.9.1 Consultant shall, at all times during the term of this Agreement, carry, maintain and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the Consultant. Said policy or policies shall be issued by an insurer rated in A. M. Best's Insurance Guide with a rating of at least A.

16.9.2 Consultant shall also provide comprehensive auto liability insurance covering personal injury and property damage in the amount of a combined single limit of \$1,000,000 covering "Any Auto" utilized by Consultant in performing its services hereunder.

16.9.3 Consultant agrees to maintain in force, at all times, during the performance of work under this Agreement, Worker's Compensation Insurance as required by law of the State of California.

16.9.4 Consultant agrees to maintain, in full force and effect during the performance of work under this Agreement, Professional Liability (Errors and Omissions) insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Further, if such insurance is on a claims-made basis, Consultant agrees to maintain, in full force and affect, such insurance for one year after the performance of work under this Agreement, including warranty periods, is completed.

16.9.5 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days prior written notice to the District.

Consultant agrees that it will not cancel or reduce said insurance coverage.

16.9.6 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if insurance is available at a reasonable cost, District may take out necessary insurance and pay, at consultant's expense, the premium thereon.

16.9.7 At all times during the term of this Agreement, Consultant shall maintain on file with the District a certificate of insurance, showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the Worker's Compensation and professional liability policies), providing that the policies cannot be canceled or reduced, except on thirty (30) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this Agreement. Consultant shall promptly file with the District such certificate(s).

16.9.8 The insurance provided by Consultant shall be primary to any coverage available to District. The insurance policies (other than Worker's Compensation) shall include provisions for waiver of subrogation.

16.10 Indemnification

Consultant shall indemnify, pay for the defense of, and hold harmless San Mateo Union High School District and its officers and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Consultant's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder to the greatest extent allowed by law. Consultant shall assume full

responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Consultant or any employee and shall further indemnify, pay for the defense of, and hold harmless District of and from any such payment or liability arising out of or in any manner connected with Consultant's performance under this Agreement.

FEE PROPOSAL

17. Fee Proposal (Limit: 1 Page)

Provide your firm's proposed fees for the Facilities Master Planning Services outlined in this RFQ/P and for the scope and sites listed in Exhibit A. If there are to be charges for reimbursable expenses, please list all charges to be considered reimbursable and provide not to exceed amounts for said expenses. Consultant shall complete Attachment E – Fee Proposal.

MISCELLANEOUS INFORMATION

18. Appendices – Add Options (Limit: None)

Include all appendices as necessary to fulfill the requirement for the RFQ/P.

19. Packet Submission

Proposals shall be submitted in sealed packages with the following information clearly marked on the outside of the package:

- 19.1** Name of Proposer
- 19.2** Name of the RFQ/P for which the firm is submitting

RESPONSE EVALUATION AND SELECTION PROCESS

20. Evaluation Criteria

The District reserves the right to select the firm that best meets the District's needs, based on the criteria set forth herein. The District reserves the right to waive minor irregularities in

this RFQ/P and in the proposals submitted in response to this RFQ/P. The District may or may not conduct interviews as part of the selection process. The District reserves the right to reject any and all proposals and procure the services requested in this RFQ/P in accordance with the California Education Code and other applicable law. The selection process for the proposer(s) will include the following evaluation and point assignment/rating criteria:

EVALUATION CRITERIA	TOTAL POSSIBLE POINTS
Experience and Methodology – The District will consider and rate the proposer's experience and methodology in previously performed Facilities Master Plans of this nature, size, and scope for California public school districts.	40 Points Maximum
Cost/Pricing – The District will consider and rate all costs submitted by the proper.	40 Points Maximum
Qualifications of the Staff - The District will consider and rate the stability, qualifications, and depth of knowledge of the proposer's staff.	40 Points Maximum
Proposer's Rationale for Selection – The District will consider and rate the proposer's written narrative.	20 Points Maximum
Responsiveness of the Proposal – The District will consider how clearly the proposal has stated an understanding of the services to be performed.	10 Points Maximum
Possible Points	150 Points
Oral Presentation/Interviews (If Oral Presentations/Interviews are scheduled)	25 Points
Final Adjusted Points (If Oral Presentations/Interviews are scheduled)	175 Points Total

20.1 Oral Presentation/Interview

Upon selecting the most qualified respondents, the District may require the finalists to make an oral presentation/interview with the Evaluation Panel to explain their qualifications further and demonstrate their knowledge of the project. Once oral presentations/interviews have been conducted, the District's appraisals of the presentations will also be factored into the final scores assigned to the responses. **However, respondents are advised that an award may be made without oral presentation/interviews or further discussion.**

21. Contract Type

The contract awarded as a result of this solicitation shall be a fixed price contract for which the offered price will include all labor, material, equipment, services, software, hardware, travel, shipping, and price, administrative cost associated with providing the products and services listed herein and offered by the proposer.

22. Contractual Arrangements - A fifteen (15) month agreement post approval of the Board of Trustees.

23. Contract Award

The District intends to award one contract as a result of this RFQ/P, after creating a short list of consultants to provide services. However, the District reserves the right to apportion the requirements of this RFQ/P among multiple Consultants if this is determined to be in the District's best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFQ/P may be required to be approved by the District's Board of Trustees. No minimum amount of work is guaranteed.

GENERAL PROVISIONS

24. Intentionally Omitted

25. Rejection of Proposals

The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, or award on the basis of the total proposal.

26. Multiple Proposals

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless special conditions indicate otherwise. A person, firm, or corporation that has submitted a sub-proposal to a Proposer, or who has quoted prices of materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other proposers.

27. Amendments

The terms and conditions contained in the Request for Proposals and Contract herein may be amended or modified only with the prior written approval of the District. Any addenda or bulletins issued during the time of the RFQ/P process shall form a part of the drawings and specifications issued to proposers for the preparation of their proposals and shall constitute a part of the contract documents.

28. Billing

Specify any prompt payment discount: /Net 30 days / ____%
_____Days.

Discounts will not be considered when evaluating the proposal.

29. Invoicing

The proposer shall issue separate invoices each month for all services provided.

For the District's portion of the billable amount, invoices shall be submitted to:

San Mateo Union High School District
Accounts Payable
1350 Bayshore Hwy. Suite 150
Burlingame, CA 94010

Each invoice must reference **RFQ/P P#01-0351** and the assigned, applicable invoice number. Invoices for the District's portion will be processed for payment every month.

30. Disputed Charges/Billing

If the District reasonably determines that there is a material discrepancy between the proposer's invoiced charges and the District's calculation of charges owed, the District shall be permitted to withhold the disputed amount; provided, however, that the District agrees to provide notice to the proposer, with supporting documentation illustrating the basis for a bona fide dispute within their payment terms.

If such billing disputes remain unresolved within sixty (60) days of submission to the proposer, both parties agree to arbitration by an impartial third party. The contracted proposer shall not disrupt long-distance service to the District for such issues pending resolution.

31. Taxes

For the purposes of this RFQ/P, any applicable taxes, fees, or government surcharges shall be itemized separately in your fee sections. Federal excise taxes do not apply to school districts.

32. Proposal Negotiations

A submittal containing terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive.

33. Independent Price Determination

By submission of a proposal, the Proposer certifies the prices in the proposal have been determined independently, without consultation, communication, or agreement, for the purpose of restricting competition regarding any matter relating to such prices with any other proposer or competitor. In the case of a joint proposal, each party thereto certifies as to its own organization that, in connection with this proposal:

The prices in the proposal have been determined independently, without consultation, communication, or agreement, for the purpose of restricting competition regarding any matter relating to such prices with any other proposer or competitor.

33.1 Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer before award directly or indirectly to any other proposer or to any competitor.

33.2 No attempt has been made or will be made by the Proposer to induce

any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- 33.3** The signer is the individual within the Proposer's organization responsible for the decision regarding the prices offered in the proposal and has not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.
- 33.4** The signer is not the individual within the Proposer's organization responsible for the decision regarding the prices offered in the proposal but has been authorized, in writing, to act as agent for the individuals responsible for such decisions in certifying that those individuals have not participated (and will not participate) in any action contrary to the terms stated in the Independent Price Determination section.

A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered to delete or modify the terms stated in the Independent Price Determination section. If these terms have been modified or deleted, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the District determines that such disclosure was not made for the purpose of restricting competition.

34. Extra, Additional or Omitted Work Payment

The Board of Trustees may order a change, alteration, deviation, addition, or omission from said specifications or plans or other contract documents at any time during the progress of the work. Such change, alteration, deviation, addition, or omission shall be specified in writing and the cost agreed upon between the governing board and the Proposer.

35. Assignment

The Proposer shall not assign, convey, or transfer any rights, obligations, or interests hereunder without the prior written consent of the District.

36. Anti-Discrimination

It is the policy of the District that, in connection with all the work performed, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or marital status. The Proposer agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Proposer agrees to require like compliance by any subcontractors employed on the work.

37. Governing Law and Venue

In the event of litigation, the documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be the appropriate state or federal court located in San Mateo County.

38. Gratuities

Proposers shall not provide, offer, imply, or otherwise extend any gratuities, including cash, gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.

39. Default

If the Proposer refuses or fails to perform all or any part of its obligations hereunder, or fails to perform all or any part of its obligations promptly, or in the event the Proposer should be adjudicated bankrupt, or if the Proposer makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency, or if the Proposer or any sub-proposer violates any provision of this contract, the District may serve written notice upon Proposer and Proposer's surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and unless within ten (10) days after the serving of such notice, such violation(s) shall cease and arrangements satisfactory to the District for the correction thereof shall have been made, this contract shall, upon the expiration of said ten (10) days, cease and terminate.

40. Proposer Conduct

The Proposer agrees to inform the District of all the Proposer's interests, if any, which are or which the Proposer believes to be incompatible with the interests of the District.

The Proposer shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of duties, accept any gratuity or special favor from individuals or organizations with whom the Proposer is doing business or proposing to do business, in accomplishing the work under the contract.

The Proposer shall not use for personal gain or make improper use of privileged information that is acquired in connection with its employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of proposers or subcontractors in advance of official announcement.

The Proposer or employees thereof shall not offer gifts, gratuity, favors, or entertainment directly or indirectly to District employees.

41. Intentionally Omitted

42. Board of Trustees Approval

The award of this RFQ/P is subject to action by the District Board of Trustees at a regularly scheduled meeting.

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Exhibit A – Description of Services

Scope of Work

The selected consultant shall assist the District in preparing a comprehensive five-year (5) Facilities Master Plan (FMP) that complies with all applicable requirements under **California Education Code Chapter 12.5**, otherwise known as the Leroy F. Greene School Facilities Act of 1998, and specifically includes the requirements of **Education Code §17070.54**.

1. Provide a five-year Facilities Master Plan with an Executive Summary in a PDF and an editable version to support annual updates by the district.
2. Manage the overall development process of the FMP.
3. Advise and guide principles that will enable SMUHSD to address current facility needs while also allowing the district to adapt to changing conditions across the city.
4. Planning context documentation.
5. Needs assessment and Facilities Inventory datasets, Educational Program data, databases, and methodology—supported in a database format compatible with SQL for updates.
6. Prioritized list of recommended projects titled "Project-Specific Initiatives".
7. Create an interactive Facilities Master Plan on the SMUHSD website, including design, content creation, or other innovative approaches to enhance user-friendliness and interactivity.
8. Presentations to the District Facilities Committee, Governing Board, other departments and leadership, and the community, as applicable.
9. An inventory of existing facilities, sites, and property.
10. Documentation of existing classroom capacity.
11. Projected enrollment growth over the next five years.
12. A capital planning budget outlining identified projects.
13. Identification of funding sources for acquisition, new construction, modernization, and lead testing/remediation.
14. Verification of the District's current assessed valuation.
15. Integration and development of the District's Deferred Maintenance Plan.
16. An inventory of each school, including:
 - The year each instructional building was constructed
 - Square footage of instructional buildings
 - Year of last modernization (if applicable), Pupil capacity of each school
 - Number and age of portable buildings
 - Identification of the existence of cafeterias/multipurpose rooms, libraries, and gymnasiums

A. Additional District Scope Elements

In addition to statutory compliance, the selected consultant will provide the following services:

1. Site Visits and Assessments

Conduct comprehensive visits to all District campuses, Transportation, and the Operations Center to create a needs assessment, potential for expansion or reduction, and evaluate the overall condition and parity among school sites.

2. Review of Existing Documentation

Analyze planning documents, As-Built plans, enrollment reports, and other relevant data sources to inform FMP development.

3. Educational Specifications Development

Develop district-wide educational specifications based on instructional needs and input from educational partners to guide modernization and new construction projects.

4. Demographic Analysis and Projections (Demographic Study provided by others).

Coordinate with District Consultants and incorporate a housing and enrollment analysis to forecast long-term student enrollment trends and associated facility needs.

5. Capacity and State Eligibility Study

Perform a capacity and utilization study for each site, and coordinate with the District and its consultants to prepare determinations for eligibility under the state school facilities program.

6. Facilities Equity Analysis

Assess instructional and support spaces across sites to identify disparities. Recommend improvements aligned with educational specifications.

7. Future Facilities' Needs and Alternatives

Identify short- and long-term facility priorities, integrate remaining Measure L projects, explore joint-use opportunities, and provide recommendations for energy and deferred maintenance.

8. Cost Estimating

Provide planning-level cost estimates for proposed projects, including escalation, phasing, logistics, interim housing, soft costs, and project delivery considerations. Estimates should identify current and projected costs for recommended facility additions and improvements, including cost-benefit analysis for remodeling, repurposing, and new construction.

9. Funding Plan Development

Coordinate with the District and the District's Financial Advisor to develop a comprehensive funding program that evaluates funding from (a) the State (e.g., modernization, growth, joint-use, career technology, and financial hardship), (b) land developers/merchant builders (e.g. mitigation payments, statutory school fees, alternative school facilities fees, and site dedication); and (c) local funds (e.g., sale/lease of surplus property, general obligation bonds, redevelopment tax increment, certificates of participation, and special reserve funds).

10. Facilitation of Presentations

Support the preparation and delivery of presentations to the Facilities Committee and the Governing Board at key milestones.

11. Facilities Master Planning Committee Engagement

Facilitate meetings with a Facilities Master Planning Committee consisting of District leadership, school site representatives, students, and other internal and external educational partners, as required.

12. Final Plan Delivery

Produce a final, Facilities Master Plan document in PDF format suitable for website posting and public access.

B. Deliverables

The selected Consultant shall provide the following deliverables as part of the Facilities Master Plan development process:

1. Comprehensive Facilities Master Plan

A final Facilities Master Plan document, including an Executive Summary, delivered in both PDF and editable formats (e.g., Word or InDesign) to support future annual updates by District staff.

2. Documentation of Planning Process

A straightforward narrative and timeline describing the overall development process of the FMP, including key phases, community partner engagement, data gathering, and analysis.

3. Education Specification

A final Education Specification document, including an Executive Summary, delivered in both PDF and editable formats (e.g., Word or InDesign) to support future annual updates by District staff in collaboration with the District and community partners that frame the long-term vision and priorities.

4. Planning Context Documentation

Background materials that describe the planning context, including demographic trends, policy considerations, regional development, and other factors influencing school facility planning.

5. Prioritized Project List

A clearly prioritized list of recommended facility projects, identified as "Project-Specific Initiatives," with justifications and alignment to District goals.

6. Presentations

Presentations to the District Facilities Committee, Governing Board, other departments and leadership, and the community, as applicable.

Exclusions - Successful firms will be required to coordinate and incorporate studies, analysis, and findings provided by others. Successful firms will be required to familiarize themselves with the services provided by others and make logical connections, create strategies, and advise the District regarding additional analysis required to complete the FMP;

Attachment A- Proposal Form

SMUHSD

Charlie Royce,

Director of Facilities and Construction

1350 Bayshore Highway, Suite 150

Burlingame, CA 94010

Re: Request for Proposal No. 01-0351

The undersigned, doing business under the full legal firm name as set forth below, having examined the Notice to Proposers, Proposal Form, Instructions to Proposers, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the Proposal package for the above-referenced proposal, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the quotation sheets contained in said proposal package. The entire proposal package, including this Proposal Form, is submitted.

Name of Company:_____

Legal Status:_____
(i.e., sole proprietorship, partnership, corporation)

Tax I.D. Number:_____
(Sole Proprietorship only)

Address:_____

Authorized Representative:_____
Signature

Name (print or type)

Title

Date:_____

Telephone:_____

Attachment B - Receipt of Request for Proposal (RFQ/P) and Addenda

Upon return of the completed RFQ/P for Consultant Services, the proposer shall acknowledge receipt of the RFQ/P, all supporting documents, and all addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name		Initial
1	RFQ/P dated October 22, 2025	
2	Addendum 1 (if applicable)	
3	Addendum 2 (if applicable)	
4	Addendum 3 (if applicable)	
5	Addendum 4 (if applicable)	
6	Addendum 5 (if applicable)	
7	Addendum 6 (if applicable)	
8	Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.

Signature

Date

Title

Attachment C - Non-Collusion Affidavit

(To be executed by Proposer and submitted with Proposal)

State of California)
) ss.

County of _____)

I, _____ being first duly sworn, deposes and says that the proposer is _____ of _____ the party making the attached proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted this proposal, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____ at _____, California.

Signature of Proposer _____

Print Name and Title _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public In and for said County and State

My Commission Expires

Attachment D - Consultant Business Type

TO BE COMPLETED BY ALL CONSULTANTS AND SUB-CONSULTANTS

Consultant/Sub-consultant Name: _____

I declare under penalty of perjury that my business is (check all that applies):

- ☐ Small Business – A Small Business is one whose gross sales are less than \$1 million annually.
- ☐ Local Business – A Business headquartered in San Diego County.
- ☐ Emerging Business – An Emerging Business is one who has been in business less than five years. I started my business on _____
- ☐ Disabled Veteran-Owned Business – A Disabled Veteran-Owned Business is one that has a current certification from a California public agency. Certification must be attached.
- ☐ Other Businesses – A business, which does not meet any of the other definitions above, or for which the consultant or sub-consultant declines to state its category.

If it is determined that the information contained herein is not true and correct, it could potentially eliminate the Proposer from consideration for work on San Mateo Union High School District Projects.

Consultant/Sub-consultant: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Fax Number: _____

Name, Title: _____

Signature: _____

Attachment E – Fee Proposal

1. **Billable Hours:** Firms are to indicate the title of each team member to be assigned to the project, along with the billable hourly rate and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to the issuance of any contact agreement.

Team Member Title	Hourly Billable Rate	Total Estimated Project Hours	Extended Cost
	\$		\$

Provide additional sheets if needed

Other Costs: Please indicate below any costs not specified above

Total Proposal Fee: \$ _____
(Including all billable hours and costs referenced above)

I/We, the undersigned, understand the information included in this proposal, regardless of whether requested or voluntarily submitted may become part of the any agreement subsequently made with San Mateo Union High School District, and we attest to the best of our knowledge, to its accuracy.

Executed this _____ day of _____, 20____ at _____, California.

Signature of Proposer _____

Print Name and Title _____

CONSULTANT AGREEMENT FOR FACILITIES MASTER PLANNING SERVICES

Project #01-0351

This Consultant Agreement for Facilities Master Planning Services ("Agreement") is made and entered into as of the ____ day of _____, 2025 by and between the San Mateo Union High School District ("District") and _____ ("Consultant"), (together, "Parties").

RECITALS

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

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

WHEREAS, Consultant is free from the control and direction of District in connection with the performance of the Services (as defined below), both under the Agreement and in fact; Consultant's Services are outside the usual course of District's business; and Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Services.** Consultant shall provide **Facilities Master Planning** services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
 - 1.1. Contractor/Consultant's duties and services under this Agreement shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/Consultant shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.
 - 1.2. Consultant shall require the language in Section 1.1 above to be included in any subconsultant agreement Consultant enters in the performance of this Agreement.
2. **Effective Date; Term.** The Agreement shall be effective on the date of mutual execution of this Agreement by the parties (the "Effective Date"). This Agreement shall have a term of fifteen (15) months and shall commence on date of issuance of a notice to proceed by the District (the "Commencement Date") and end fifteen (15) months after the Commencement Date (the "Expiration Date"). Consultant shall commence providing services under this Agreement on the Commencement Date, and will diligently perform as required and complete performance by the Expiration Date, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement

until Consultant has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

 X Signed Agreement
 X Workers' Compensation Certification
 X Fingerprinting/Criminal Background Investigation Certification
 X Insurance Certificates and Endorsements
 X W-9 Form
 Other: _____

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1. _____
4.1.2. _____

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit B**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.

4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1. _____.

6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

6.1. _____.

7. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its 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 Worker's Compensation. Consultant 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 Consultant's employees.

8. **Performance of Services.**

- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
 - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
 - 8.3. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. 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. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit 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 District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the

other party to the Agreement. The demand for mediation 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. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

13. Termination.

- 13.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.
- 13.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 13.2.1. material violation of this Agreement by Consultant; or
 - 13.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or
 - 13.2.3. Consultant is adjudged as bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If the expense, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of 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 District.

14. Indemnification.

- 14.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

- 14.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.
- 14.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

15. Insurance.

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

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, 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 Each Occurrence General Aggregate	 \$ 1,000,000 \$2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, 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, or forms substantially similar, if approved by District.)
- 15.1.2. **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, Consultant 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.
- 15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue

through completion of services plus three (3) years thereafter.

15.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

15.2.1. 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 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."

15.2.2. 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.

15.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

15.2.4. All policies except the Professional Liability, Workers' Compensation, and Employers' Liability Insurance Policies shall be written on an occurrence form.

15.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

16. **Compliance with Laws.** Consultant 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. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant 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 Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant

agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

- 20.1. All site visits shall be arranged through the District;
- 20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
- 20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
- 20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
- 20.5. Consultant and Consultant's employees shall not use student restroom facilities; and
- 20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

22. **District's Evaluation of Consultant, Consultant's Employees, and/or Subconsultants.** District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:

- 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subconsultants and each of their performance.
- 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:

San Mateo Union High School District
1350 Bayshore Highway, Ste. 150
Burlingame, CA 94010
Email: tina.douglas@lmsvschools.org
ATTN: Charlie Royce
Director of Facilities and
Construction
Email: croyce@smuhdsd.org

Consultant:

[NAME]

ADD _____

Email: _____

ATTN: _____

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

26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
28. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
31. **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 herein and this Agreement shall be read and enforced as though it were included therein.
32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
33. **Attorney's Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness

fees, court costs and attorney's fees.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
35. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.
36. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
38. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

Dated: _____

Dated: _____

[INSERT SIGNATURE BLOCKS FOR DISTRICT AND
CONSULTANT]

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

[INSERT SCOPE OF WORK]

EXHIBIT B
HOURLY BILLING RATES AND/OR UNIT PRICES

[INSERT HOURLY RATES AND FEE SCHEDULE FROM CONSULTANT]

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

END OF CERTIFICATION

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

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

With respect to the Independent Consultant Agreement (Non-Construction) ("Agreement") between the La Mesa-Spring Valley School District ("District") and _____ ("Contracting Party"):

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

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

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

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

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

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

- ☐ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.
- ☐ Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in

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

CONTRACTING PARTY CERTIFICATION

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

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

***For reference only.**

**San Mateo Union High School District
Site Capacity Information
May 2011**

			A	B	C	D		E		F		G		H	I	J	K	L	M	N	O
Site Name	Total Acreage	Sq. Footage of Bldgs.	# of Regular Classrooms	# of Portables currently on site	Total Regular Classrooms plus Portables (A+B)	Current Capacity 25 Students per Classroom (C x 25)	Fields: Baseball Football Softball Lacrosse Tennis & Basketball Courts Pool	Field Capacity (45)	# of Gyms	Gym Capacity (45 students per Gym)	Theaters or Auditorium	Theater or Aud. Capacity (48)	Library	Library Capacity	Total Existing Student Capacity	Current Enrollment 2010 CBEDS	Existing Excess Capacity (I - J)	Number of Add'l Classrooms that could be added to site	Potential Add'l Capacity Generated By adding Classrooms (25 students per classroom)	Total Potential Capacity (I+M)	Excess (unoccupied) Capacity = Total Potential minus CBEDS (N - J)
Aragon	29.8	253,166	76	1	77	1,925	6	45	2	90	1	45	1	20	2,125	1,587	538	2	50	2,175	588
Burlingame	24.6	160,139	59	3	62	1,550	6	45	2	90	1	45	1	20	1,750	1,360	390	2	50	1,800	440
Capuchino	34.1	207,584	61	0	61	1,525	6	45	2	90	2	90	1	20	1,770	1,121	649	20	500	2,270	1,149
Hillsdale	36.8	208,535	61	0	61	1,525	6	45	2	90	2	90	1	20	1,770	1,321	449	30	750	2,520	1,199
Mills	36.4	199,468	55	1	56	1,400	5	45	2	90	1	45	1	20	1,600	1,413	187	25	625	2,225	812
San Mateo	35.0	235,901	61	0	61	1,525	6	45	2	90	1	45	1	20	1,725	1,348	377	8	200	1,925	577
Totals	196.7	1,264,793	373	5	378	9,450	35	270	12	540	8	360	6	120	10,740	8,150	2,590	87	2,175	12,915	4,765
Additional Sites:																					
Crestmoor Site (Peninsula HS-continuation)	40.9	168,095	21	0	21	525										256	236				986
Administration Center	1.3	16,680																			
San Mateo Adult	4.4	39,522	7	25	32	800										800	0				300
Totals	46.6	207,617	28	25	53	1,325										1056	236				1286

Assumptions and Add'l Information

- Matrix assumes a conservative enrollment of 25 students / classroom (could have been more aggressive at 35 students / classroom).
- Matrix includes the following Measure M construction projects: San Mateo HS - Bio Tech and Music Room; MHS - 9 classroom building and Building A.
AHS - CTE Classrooms, BHS-Industrial Arts space; CHS - classroom building, Arts Bldg & Child Development Classroom. , Performing Arts Bldg & reconfigured spaces.
HHS - Theater, Mills - Theater and Gyms and the PAC
- Crestmoor facility is currently leased - due to reconfiguration changes to accommodate tenants, the site is no longer configured for a comprehensive high school.
- Swimming pools are a teaching station but are not included in matrix.
- SMART CTR Adult School has 14,000 enrolled but not full time. Projected site capacity is 800 (25 students x 32 classrooms).

