



**Tamalpais Union High School District
395 Doherty Drive, Larkspur, CA 94939**

May 4, 2026

**REQUEST FOR PROPOSALS ("RFP")
FOR FURNITURE CONSULTANT SERVICES
RFP #111**

The Tamalpais Union High School ("District") is requesting submissions of proposals ("Proposal(s)") from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("Firm(s)") to provide Furniture Consultant services ("Services") for the District's Measure B Bond Projects ("Project") as further described in the Scope of Services section below.

The RFP Schedule is as follows:

Event	Date/Time
Issue RFP # 111	May 11, 2026
Deadline for submission of written questions to the District concerning RFP #111	May 22, 2026 @ 5 pm
Deadline for all submissions in response to RFP #111	Monday, June 1, 2026, @ 3 pm
District to review responses and interview some or all Firms (at discretion of District)	June 8-11, 2026
Tentative Board Approval Date	June 23, 2026

1. GENERAL INSTRUCTIONS

1.1. PROPOSALS. Interested Firms must submit a Proposal via email to Mike Woolard, Senior Director of Facilities Planning at mwoolard@tamdistrict.org with a copy to Melissa Duggan, mduggan@tamdistrict.org, ("Point of Contact"). **ALL PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DATE AND TIME SET FORTH IN THE RFP SCHEDULE.** Specify "RFP Proposal – Furniture Consultant Services – [Firm Name]" in the subject line. No corrected or resubmitted Proposals will be accepted after the above date. Any Proposals submitted after the deadline may be deemed non-responsive.

1.2. QUESTIONS AND REQUESTS FOR INFORMATION. Questions regarding this RFP shall be made in writing and emailed to the Point of Contact. **All questions must be submitted by the date and time in the RFP Schedule.** Specify "RFP Questions – Furniture Consultant Services – [Firm Name]" in the subject line. Questions received after the date and time noted shall not receive a response. District may respond to questions presented via addenda to this RFP. From the

date of issuance of this RFP until the selection process is completed, any interested Firm and/or their agent or representative, shall only communicate regarding this RFP with the Point of Contact named herein, and may not communicate with any District Superintendent, staff

member, member of the Board of Trustees ("Board"), member of any other Board-appointed committee, or District consultant other than the Point of Contact. Any interested Firm violating the communications prohibition may be disqualified at District's discretion.

2. SCOPE OF SERVICES

The District requires the assistance of one (1) or more qualified Firm(s) to provide some or all of the Services described in the form of Agreement ("**Agreement**"), attached hereto as Attachment 1 and incorporated by reference. The Scope of Services (Exhibit "A" to Attachment 1) will be finalized with the selected Firm(s).

3. CONTENT OF PROPOSAL

Firms' Proposals. Each Firm's Proposal must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The Firm's Proposal shall be no longer than **thirty (30) pages**, inclusive of résumés, forms, and pictures, and tabbed and organized according to the numbering system reflected below. Proposals must be concise, well organized, and demonstrate Firm's qualifications.

3.1. Letter of Interest. A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, fax numbers, email addresses, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the District.

3.2. Table of Contents. A table of contents of the material contained in the Proposal should follow the Letter of Interest.

3.3. Executive Summary. The executive summary should contain an outline of the Firm's approach, along with a brief summary of the Firm's qualifications.

3.4. Proposed Personnel/Firm Team. Include resumes of key personnel who would be performing Services for the District and identify any subconsultants that Firm anticipates using for the Services. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services. Indicate all applicable professional registration, certification, and/or license designations and numbers of proposed personnel/subconsultants.

3.5. Firm and Firm Services Information. Provide a comprehensive description of the Services offered by Firm and details on the Firm itself. The description should include the following:

- 3.5.1.** Provide a brief history of the Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
- 3.5.2.** Provide Firm's contact information and email address to send Firm notifications pursuant to this RFP.
- 3.5.3.** Describe in detail all Services provided by the Firm and describe how the Firm intends to accomplish the Services required by the District.
- 3.5.4.** Provide a work plan detailing the approach the Firm intends to follow to perform the Services. Describe the Firm's philosophy and how the Firm will work with the District staff to perform the Services. The consulting plan should completely cover what work will be performed to allow the Firm to render the Services described in this RFP. The work plan should also detail how the Firm plans to successfully perform the Services specified in this RFP.
- 3.5.5.** Include letters of reference, testimonials, and examples of previously completed projects, if available, relating to services performed by the Firm for school districts, educational institutions, and local agencies in the past five (5) years. The Firm should limit letters of references or testimonials to no more than ten (10). Please include the name of the district or local agency, contact person, contact information, a description of services provided, and dollar value of each project.

3.6. Schedules. Discuss Firm's ability to meet project schedules for projects with very tight timetables, Firm's schedule management procedures, and how Firm has successfully handled potential and actual delays. Identify established methods and approaches utilized by Firm to successfully meet completion deadlines, and provide examples demonstrating effective use of stated methods and approaches.

3.7. Insurance. Please provide a statement demonstrating that Firm can meet the insurance requirements as set forth in the Agreement.

3.8. Legal Issues.

- 3.8.1.** Provide a statement of all claim(s) filed against the Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).
- 3.8.2.** Have any of the Firm's contracts to provide services similar to the Services in this RFP been terminated for cause within the past five (5) years? If so, please describe why the contract was terminated for cause.

3.9. Additional Data. Provide additional information about the Firm as it may relate to Firm’s Proposal.

3.10. Conflicts of Interest. If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, or Services, or the District that may have a potential to conflict with the Firm’s ability to provide the Services described herein to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in the projects to which the Firm may provide Services.

3.11. Compensation.

3.11.1. Fee Proposal. Please provide a fixed price (not-to-exceed amount) fee proposal to perform the Services. Firm shall provide detailed information on typical billing practices (i.e. flat fee, hourly, other), including reimbursable cost categories and hourly billing rates by position for additional services.

3.11.2. Fee Schedule. Please also provide a current fee schedule that the Firm would charge or bill for the Services.

3.11.3. Additional Costs. Identify any additional fees, costs, expenses or reimbursable fees for which Firm would be seeking compensation that are not included in the scope of Services.

3.11.4. Agreement Form (Attachment 1). If a Firm has any comments or objections to the Agreement, it must provide those comments or objections in its Proposal. The Agreement (which includes insurance and indemnification provisions) specifies the Services generally, but District reserves the right to adjust the Agreement and the Services as necessary. **PLEASE NOTE: District will not consider any substantive changes to the form of Agreement if they are not submitted at or before the time the Firm’s Proposal is due.**

4. DISTRICT’S EVALUATION / SELECTION PROCESS

The District intends to select one of the Firms - but reserves the right to select more than one Firm, or none - that best meet(s) the District’s needs to perform the Services, or any component thereof. Any award of a contract will be subject to approval by the District’s Board of Trustees. The District will evaluate all submissions. Each submittal must be complete. Incomplete submittals will be considered nonresponsive. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified.

Firms will be evaluated and selected based on qualifications and demonstrated competence. The District will award a contract to the Firm(s) that demonstrates the best ability to provide the Services, or any part thereof, at the best value to the District based upon, without limitation, the Firm’s past

experience, performance information, expertise, cost, team experience, approach to the Services, resumes of proposed personnel, and other relevant criteria, as follows:

CRITERIA ITEM	DESCRIPTION	MAXIMUM POINTS
Performance Information	Ability to meet project schedules and schedule management methods and procedures; client satisfaction	25
Pricing	All aspects of Respondent's fee proposal and fee schedules	20
Technical and Design Expertise	Experience in layout and design; vendor and acquisition experience and contract negotiation	20
Firm's Past Experience	Relevant Experience with similar comprehensive high school projects	10
Approach to Services	Firm's Consulting Plan and working with District, District's representatives and project contractors/consultants; project coordination	10
Additional Data/Other	Other aspects of respondent's proposal	5
Claims/Litigation	Acceptable history of claims and litigation	5
Form of Agreement	Agree to use District Form of Agreement	5
Conflicts of Interest	Is there a conflict of interest?	PASS/FAIL
	<u>TOTAL MAXIMUM:</u>	<u>100 POINTS</u>

The District, at its sole discretion, may elect to interview selected respondents. If a respondent is requested to come for an interview, the key proposed project staff will be expected to attend the interview. The interview will be an opportunity for the District to review the proposal and any other matters the District deems relevant to its evaluation.

5. TERMS AND CONDITIONS

- 5.1.** The District reserves the right to contract with any Firm responding to this RFP for all or portions of the Services, to reject any Proposals as non-responsive, and not to contract with any Firm for the Services described herein, or any part thereof. The District reserves the right to select any Firm(s) or no Firm. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek Proposals from, or to contract with, any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP.
- 5.2.** Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” the Firm agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.
- 5.3.** Issuance of this RFP does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a Proposal. Firms should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and fees, as well as approval by the District’s Board of Trustees.
- 5.4.** The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and California laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment and Housing Act beginning with Government code section 12900, Labor Code section 1735, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm’s work place. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFP so that such provisions will be binding upon each sub-consultant.

- 5.5.** Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. The District reserves the right to amend this RFP by means of addenda.
- 5.6.** In the event the Firm is asked to attend an interview, it is mandatory that the proposed primary contact and a principal of the Firm, with the authority to enter into binding contracts with the District, attend the interview. The District is not responsible for any costs the Firm may incur in the preparation of the Proposal, interview, or selection process.

Attachment 1

Form of Agreement



TAMALPAIS UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONSULTANT AGREEMENT (PROFESSIONAL SERVICES)

This Agreement for Services ("Agreement") is made and entered into as of the ____ day of ____, 2026, by and between the Tamalpais Union High School District ("District") and ____ ("Consultant"), (together, "Parties").

RECITALS

WHEREAS, District is a public school district.

WHEREAS, Government Code section 53060 authorizes the 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, Public Contract Code section 20111, subdivision (d), further provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements.

WHEREAS, Consultant is specially trained and experienced and competent to perform the services required by District.

WHEREAS, the services performed by Consultant are not ones that are currently or customarily performed by District employees within the meaning of Education Code section 45103.1, subdivision (a), and are not available within the District within the meaning of Education Code section 45103.1, subdivision (b)(2).

WHEREAS, District is in need of those services.

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 services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on ____, and will diligently perform as required and complete performance by ____, unless this Agreement is terminated and/or otherwise canceled prior to that time.
3. **Validity of Agreement.** This Agreement shall not be a valid contract until it is approved or ratified by District's Governing Board. Should Consultant begin performing Services in advance of approval by the Board, any Services so performed in advance of the approval date will be provided at Consultant's risk.

4. **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 W9 Form
Other:

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

5.1. **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.

5.2. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

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. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Consultant or Consultant's agents, personnel, employee(s), and/or subcontractor(s), even if such equipment is furnished, rented or loaned to Consultant by District.

7. **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.

8. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant represents and warrants that: (i) Consultant is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (ii) Consultant's Services are outside the usual course of District's business; and (iii) Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services.

Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' 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.

Consultant hereby represents and warrants to District that Consultant is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Consultant will provide District with appropriate evidence including, without limitation, FTB Form 590. Consultant shall still be responsible for payment of all state and federal taxes.

9. Performance of Services.

- 9.1. **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.
- 9.2. **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.
- 9.3. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.4. **Meetings.** Consultant agrees to participate in regular meetings as requested and necessary to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.5. **District Approval.** The Services provided herein must meet the approval of District. District may evaluate Consultant in any way District is entitled pursuant to applicable law, including, without limitation, announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

10. Termination.

- 10.1. **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.
- 10.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 10.2.1. material violation of this Agreement by Consultant; or
 - 10.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or
 - 10.2.3. 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. 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 expenses, fees, and/or

costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 10.3. Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

11. Indemnification.

- 11.1. 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. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.
- 11.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 11.1 above. Consultant's obligation pursuant to this Article includes reimbursing 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 11.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.
- 11.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

12. Insurance.

- 12.1. 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 \$ 1,000,000

Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	\$ 1,000,000

- 12.1.1. **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.)
- 12.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's 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. 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. That policy shall provide employer's liability coverage per accident for bodily injury or disease.
- 12.2. **Proof 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:
- 12.2.1. 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.
- 12.2.2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.
- 12.2.3. 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. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 12.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 12.2.5. An endorsement stating that there shall be a waiver of any subrogation against District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.
- 12.2.6. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 12.2.7. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 12.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

13. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of 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 Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of 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 District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

14. **Non-Discrimination.** Consultant herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subconsultants. In addition, Consultant agrees to require like compliance by all its subconsultant(s).

15. **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:

15.1. All site visits shall be arranged through District;

15.2. 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;

15.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

15.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;

15.5. Consultant and Consultant's employees shall not use student restroom facilities; and

15.6. 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.

16. **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.

17. **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.

18. **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.

Consultant shall keep confidential and shall not disclose to any person or entity (i) student health or academic records or reports; and/or (ii) any student records as defined in California Education Code

Section 76210 and/or the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), unless disclosure is authorized by (a) the student in writing, or (b) disclosure is ordered by a court of competent jurisdiction.

This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

19. **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 electronic mail, addressed as follows:

<u>District:</u> Tamalpais Union High School District ATTN: Mike Woolard 333 Doherty Drive Larkspur, CA 94939 EMAIL: mwoolard@tamdistrict.org	<u>Consultant:</u> ATTN: _____ ADDRESS: EMAIL:
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Any notice personally given or sent by 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.

20. **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 San Joaquin County, 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.

21. **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.

22. **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.

23. **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 the District's administrative offices are located.

24.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.

25.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.

26. Assignment. The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.

27.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.

28.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.

29.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.

30.Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

31.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.

32.Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

33.Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW]

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

Dated: Tamalpais Union High School District By: Print Name: Print Title: Principal	Dated: (Consultant) By:
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EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

EXHIBIT A SCOPE OF WORK

Tamalpais Union High School District ("District") is requesting services of a furniture consultant to provide design, project management and furniture solutions for new furniture to the District for new construction, expansion, modernization, and/or renovation projects ("Project" or "Projects") relating to the District's facilities development of its public schools under the Measure "B" Bond Program ("Program").

Furniture solutions will be required for, but not limited to, the Tamalpais High School STEAM Building New Construction Project, and the Redwood High School Fine Arts, Student Commons and Dining (FASCD) New Construction Project, as well as other prospective projects where furniture consultant services are deemed required.

PROJECT DESCRIPTIONS

Tamalpais High School STEAM Building Project

Building "M" – Music building with one large ensemble classroom and one medium ensemble classroom; instructor office, recording studio, control room, four music practice rooms, lobby/circulation space, storage and exterior collaboration spaces.

Building "N" – Four story Science, Technology, Engineering, Arts and Math (STEAM) building, consisting of nine math/general classrooms, two science classrooms, one science prep room, one art/photography classroom, one photo studio, a staff collaboration room, two conference rooms, two small privacy meeting rooms, storage and exterior collaboration spaces.

Redwood High School FASCD Building Project

Building "J" - Arts and Ceramics building with one art classroom with separate storage room, one ceramics classroom with separate storage room, kiln room, two outdoor teaching spaces and exterior collaboration spaces.

Building "L" – Music building with one large ensemble classroom and one medium ensemble classroom, instructor office, recording studio, control room, six music practice rooms, lobby/circulation space, storage and exterior collaboration spaces.

Consultant shall perform the following Services for the District's Measure B Bond Projects ("**Project**"):

GENERAL:

1. Advise and assist District to identify and acquire appropriate furniture for use by District students and staff within a new and modernized school building located at the sites noted above, based on factors including, but not limited to, intended classroom and facility use, available vendors, acquisition timetable, pricing, quality, and other factors determined by the

District (including upon District's agreement to Consultant's recommendation of factors to be considered);

2. Assess and determine optimal furniture layout for District facilities at the Sites in conjunction with furniture purchases;
3. Identify and recommend vendors, procurement methods, and available contracts for purchase of selected furniture. Contracts for purchase of furniture may be reviewed by District's legal counsel. Recommendations shall include identification of cost-saving opportunities available to the District for purchase of furniture, including, but not limited to, via use of cooperative purchasing programs such as OMNIA, Sourcewell, California Multiple Award Schedules ("CMAS"), and other cooperative procurement methods. Extension of contract pricing, mark up, and service costs for a set period beyond the initial procurement to be developed and reviewed.
4. Coordinate the purchasing and installation of all products required to furnish the spaces within the project(s).
5. Prepare schedule to ensure timely provision of Services and District's procurement of furniture for opening of the facility(ies) at the Sites.

DURING THE DESIGN PHASE:

6. Meet with District and District's representatives as needed to review plans, specifications and all other tasks required to develop furniture orders.
7. Attend meetings and site visit(s) as necessary to perform the Services.
8. Coordinate and communicate with District's other consultants and contractor(s) performing work at the Site.
9. Develop detailed project budgets with product pricing that tracks with the development of the furniture specifications for each project and installation location.
10. Prepare furniture plans for all floors/rooms based on backgrounds provided
11. Prepare 2D and/or 3D drawings for all spaces to be furnished.
12. Test-fit and verify critical dimensions of walls, power/data outlets and other related items.

DURING THE MANUFACTURING PHASE

13. Track and coordinate all furniture orders and provide weekly schedule updates

14. Coordinate all submittals and other required approvals with the District Project Manager(s).
15. Attend meetings with District on an as-needed basis.

DURING THE INSTALLATION PHASE

16. On-site supervision of installation activities including and subcontracted work
17. Track and supervise punch list items and provide a schedule for the completion of the items to the satisfaction of the District
18. Be responsible for all materials and equipment prior to installation and until acceptance is given in writing by District.
19. Coordinate with any District direct-hired vendors (i.e. data, cabling, etc.).
20. Prepare and update installation schedules or sequences as changes require
21. Coordinate all product deliveries with the District Project Manager(s)

DURING THE POST-INSTALLATION PHASE

22. Lead a furniture punch-list review with the District and District representatives and resolve all items within two weeks or as soon as practical for long-lead items.
23. Provide as-built/as-installed drawings in both electronic and hard copy formats
24. Provide orientation and training for staff as needed to maintain new furniture
25. Provide a post-occupancy review within one (1) month of installation finish to address any outstanding issues.
26. Provide one (1) electronic copy and one (1) hard copy specification book of all products ordered, per project. Tabs to be created for each specification that show a photo, manufacturer, description, unit costs, warranty information, quantity ordered and location installed.



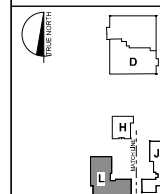
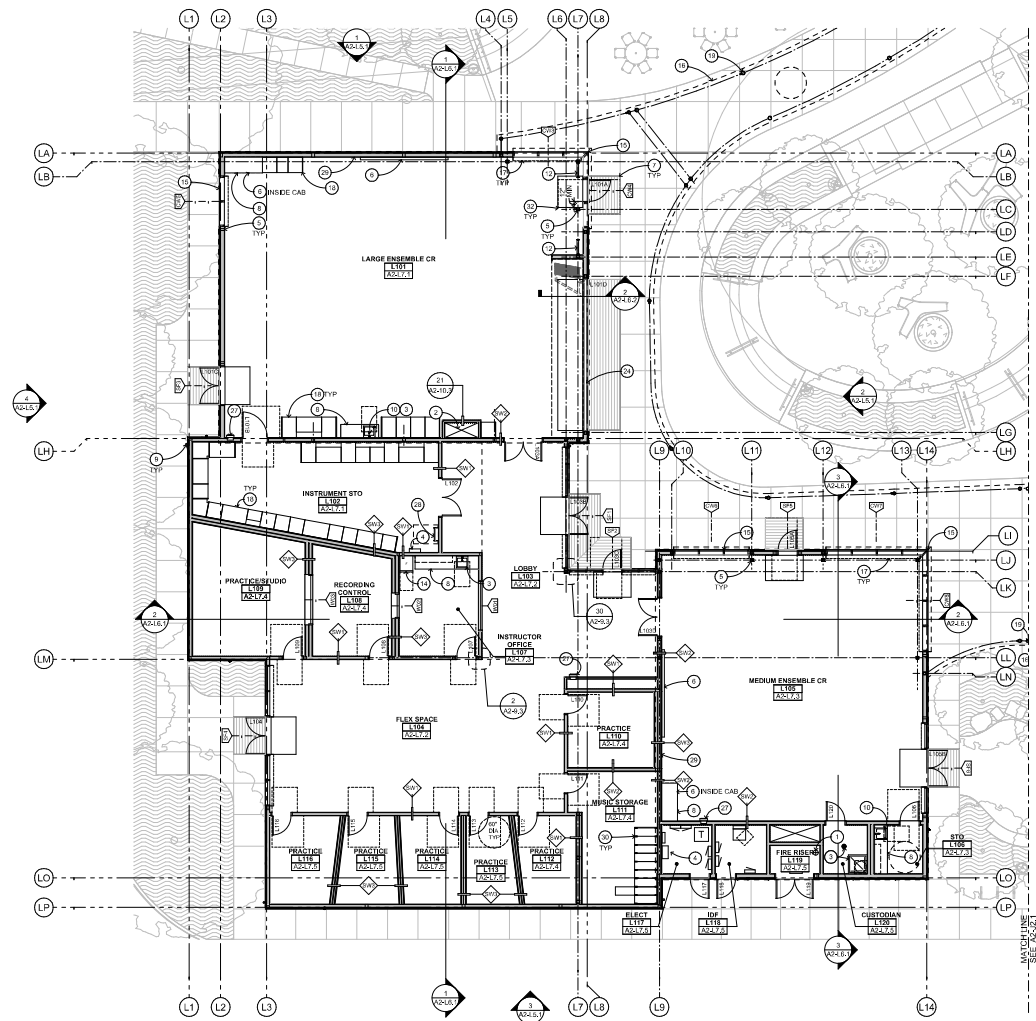
A3-N2.5



18" = 1'-0"

A3-N2.6

A2-J2.2



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.)

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

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

I certify to the District governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of Consultant. I certify that Consultant has taken or will take the following actions with respect to the Agreement:

Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of Consultant's employees, agents, interns, and representatives and all of its consultants', contractors' or subcontractors' employees who may interact with District pupils during the Term of the Agreement without District pupils being under the immediate control and supervision of an District employee or with a pupil's parent/guardian, and the California Department of Justice has determined that none of those employees, interns, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of Consultant's employees, agents, interns, and representatives and of all of its consultants', contractors', and subcontractors' employees who may have contact with District pupils during the Term of the Agreement is attached hereto.

Consultant's responsibility for criminal background clearance extends to all of its employees, agents, interns, representatives, consultants, contractors, subcontractors, and employees of each who will interact with District pupils that are not under the immediate control and supervision of District employees or a pupil's parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of Consultant. Consultant shall not allow any person for whom District has not received satisfactory written verification of compliance to interact with District pupils whether on or off District property for any purpose related to or arising out of this Agreement.

Consultant: _____ Date: _____

Signature: _____

Print Name: _____

ATTACHMENT
List of Consultant Employees/Agents

Name:

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If further space is required for the list of employees/interns/agents, attach additional copies of this page.

[END OF DOCUMENT]