NEWARK UNIFIED SCHOOL DISTRICT

Newark Unified School District
5715 Musick Ave
Newark, CA 94560

STATE SCHOOL FACILITY FUNDING CONSULTANT SERVICES

Measure O Projects

Request for Qualifications/Proposal (RFQ/P)

KEY INFORMATION:

PROPOSAL SCHEDULE

Release Date:	October 26, 2026
Deadline for Questions:	November 4, 2026
Responses to Questions Issued by Addendum:	November 11, 2026
Proposal Due:	November 18, 2026 by 4:00 PM
Interview via Zoom (if any):	Week of December 1
Final Selections and Notifications:	Week of December 1
Board Action:	December 9, 2026

INQUIRIES: Direct all RFQ/P questions to Windy Buller at windyb@capitalpm.com. Questions will not be accepted by phone.

PROPOSAL SUBMISSION: All proposals must be submitted via email only. Please address your submission to:

Newark Unified School District
C/O: Capital Program Management, Inc.
Attention: Windy Buller, Sr. Project Manager
Email: windyb@capitalpm.com
Subject line: **"RFQ/P – State School Facility Funding Consultant Services – [Firm Name]"**

SECTION 1 – INTRODUCTION AND OVERVIEW

A. General

Newark Unified School District ("District") is seeking proposals from interested, qualified, and experienced firms ("Firms" or "Consultant") to provide state school facility funding consulting services ("Services") for the District's Measure O Bond Program for new construction and modernization projects. Qualified professionals will provide to the District demonstrated expertise in:

- California Department of Education (CDE) school site and plan approval processes
- Office of Public School Construction (OPSC) procedures, School Facility Program (SFP) eligibility, and State Allocation Board (SAB) processes
- Coordination with DTSC, DSA, and other state agencies involved in school construction and modernization approvals

District voters passed a bond measure in November 2024 authorizing a $205M General Obligation bond to repair, modernize, replace, renovate, expand, construct, acquire, equip, furnish and otherwise improve the classrooms and school facilities of the District's existing schools, new school sites, and other district-owned properties to provide equity among campuses, improved facilities, and upgraded 21st century technology.

The purpose of this RFQ/P is to select a consultant who will assist the District in maximizing state funding opportunities and guiding projects through multi-agency review and approval. The District anticipates an initial agreement term of three (3) years, with the option to extend at the District's discretion.

B. Description of Projects

The types of projects anticipated by this RFQ may include, but are not limited to:

- Birch Grove Primary Relocation / Birch Grove Intermediate - Modernization Project
- August Schilling ES Modernization / Lincoln Interim Housing Project
- Newark Memorial HS – Pool Improvement Project
- Bridgepoint HS New Modular Campus at Newark Memorial HS
- Fire Alarm Project at Coyote Hills ES and Kennedy ES

Other facility improvement projects may be included in the Consultant's scope of work, as needed and defined by the District.

C. District Background

The District serves approximately **4,410** students in grades TK–12 at ten school sites: six elementary schools (Birch Grove Primary, Birch Grove Intermediate, Coyote Hills, Kennedy, Lincoln, and Schilling), Newark Middle School, Newark Memorial High School, Bridgepoint High School (continuation), and

Crossroads High School (alternative). Enrollment has declined over the past five years.

The selected Firm will review the District's current SFP eligibility status and prior state funding history.

The following documents will be available to the selected Firm, and, at the District's discretion, to proposers on request: Facilities Master Plan (2019), available enrollment projections, prior OPSC eligibility and funding records, the Measure O project list and budget, and site plans/facility inventories.

D. Scope of Services

Each response shall contain sufficient detail to show that the firm has the ability, experience, and staff to accomplish the work. Services will likely include, but are not limited to, the following:

1. **State Funding Eligibility & Strategy**
   - Assess eligibility for New Construction and Modernization funding under the SFP.
     - Establish or update the District's SFP eligibility baseline, including enrollment projections (SAB 50-01), existing school building capacity and classroom inventory (SAB 50-02), and eligibility determinations (SAB 50-03), by site or high school attendance area as applicable.
   - Develop strategies to maximize state funding and align with local bond programs.
     - Prepare a written funding strategy report for the Measure O projects within (60) days of notice to proceed, estimating potential state funding by project and program.
   - Monitor legislative and regulatory changes affecting school facility funding.
     - Advise on Proposition 2 (2024) program changes, including local match and state share provisions, and on other eligible programs such as Facility Hardship, Seismic Mitigation, CTE Facilities, Full-Day Kindergarten/TK facilities grant, and Financial Hardship where applicable.

2. **Application Preparation & Submittal**
   - Prepare and submit funding applications (SAB 50-04), fund release requests (SAB 50-05), and supporting documents.
   - Confirm application readiness with the District's architects and CPM. This includes DSA-approved plans, CDE plan approval, CEQA documentation, and cost estimates.
   - Prepare and submit CDE site and plan approval applications, as required.
   - Prepare board resolutions, certifications, and transmittals.

3. **Agency Coordination**
   - Serve as liaison to OPSC, CDE, DTSC, DSA, and other agencies.
   - Track OPSC processing lists, funding rounds, and apportionment timing, and report status to the District.
   - Attend required meetings (virtual or in-person).

4. **Reporting, Compliance & Audit Support**
   - Prepare expenditure reports (SAB 50-06).
   - Track post-apportionment deadlines, such as the contract-award deadline after

apportionment and expenditure and closeout timelines, so funding isn't rescinded.
- Support OPSC audits and closeout, and maintain a funding tracking log for the program.

5. **Optional Services**
   - Annual updates to enrollment projections and capacity analyses.
   - Developer Fee Justification Study (Level 1 and Level 2 / SB 50 analysis), facilities master plan support, and Seismic Mitigation or Facility Hardship evaluations as separate optional tasks.

SECTION 2 – QUALIFICATIONS

The written application should address the Firm's qualifications in each of the areas outlined in the next paragraph. It should also clearly identify the business relationship between various firms involved in the application (e.g., consultant, joint venture, association), and the entity that will enter into an Agreement with the District. Key personnel who will be working on District projects should be identified, and resumes should be limited to these personnel.

The following areas of applicant qualification should be demonstrated for the Firm and key consultants.

- Firm has five (5) or more years of experience with CDE and OPSC processes
- Has prepared approved OPSC funding applications for at least three (3) California school districts within the last five (5) years.
- Knowledge of SFP regulations and SAB processes
- Familiarity with DTSC, DSA, and CDE approval procedures

SECTION 3 – SUBMISSION REQUIREMENT

3.1 Format

The response to this Request for Qualifications/Proposals (RFQ/P) is to be a written Statement of Qualifications describing the qualifications of the Firm, as outlined below.

3.2 Requirements

Submittal shall be a maximum length of **twenty (20) pages** on 8 ½ x 11 sheets, single-sided, with no less than 10 pt font. The 20-page limit includes cover letter. Sample documents, including resumes, may be included in an appendix. Submit the proposal as a single PDF file.

3.3 Submittal of Proposal

Submittals should be verified before submission. Adjustments will not be permitted after submission to the District. The District will not be held responsible for errors or omissions on the part of the Firm in the preparation of the submittal.

3.4 Signatures

Submittals' cover letters must be signed by a representative of the Firm with authorization to bind the Firm by Agreement. Authorized signature acknowledges the information contained

within the proposal to be true and accurate.

3.5 Disqualified Statements

Any submittal received by the District after the stated date/time will not be accepted.

3.6 Withdrawal of Submittal

Firms may withdraw their submittal by written request, at any time prior to the closing time for the receipt of submittals.

3.7 Rights of the District

The District reserves the right to complete the selection process without proceeding to an interview process and may choose to select based on the information provided in the submittal.

This RFQ/P does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this RFQ/P. The District reserves the right to accept all or part of any submittal or to cancel in part or in its entirety the RFQ/P. The District further reserves the right to select the Firm that it considers to be in the best interest of the District. The District reserves the right to reject all submittals, or to waive any irregularities or informalities in the submittal process.

3.8 Insurance Requirements

The District expects any Firm submitting a Statement of Qualifications to be able to meet the following minimum insurance requirements:

Workers' Compensation:	Statutory limits; Employer's Liability $1M
Commercial General Liability:	$2M/ each occurrence, $2M/aggregate
Professional Liability:	$1M/per claim, $2M/aggregate
Employer's Liability	$1M/per accident
Automobile Liability:	$1M/combined single limit

The District shall be named as additional insured on the Commercial General Liability and Automobile Liability policies.

3.9 Restriction on Communications

From the release of this RFQ/P until the Board of Education takes action to award, Firms, including their team members, subconsultants, and anyone acting on their behalf, shall not communicate about this RFQ/P with any member of the Board of Education, the Superintendent, District staff, or Capital Program Management staff, other than the designated contact in Item 2. This restriction does not apply to:

(a) written questions submitted to the designated contact,
(b) interviews or presentations scheduled by the District,
(c) contract negotiations initiated by the District, or
(d) communications about existing contracts that are unrelated to this RFQ/P.

Any Firm that violates this restriction may be disqualified at the District's sole discretion.

3.10 Public Records Act

All submittals become District property and are public records under the California Public Records Act (Government Code Section 7920.000 et seq.), subject to release after the District issues a notice of intent to award. Firms must mark any trade secret pages "Confidential – Trade Secret" and state the legal basis. Blanket confidentiality markings will not be honored, and fees and rates are not confidential. The District cannot guarantee confidentiality, and any Firm asserting an exemption shall defend and indemnify the District against claims arising from withholding the marked material.

SECTION 4 – MANDATORY ELEMENTS AND SEQUENCE OF STATEMENT OF QUALIFICATIONS

Submittals shall be organized in the sequence below. Proposals will be evaluated per Section 5.

4.1 Cover letter and Introduction

- 4.1.1 Company Name
- 4.1.2 Address
- 4.1.3 Contact Name
- 4.1.4 Confirm if Firm is an individual, partnership, corporation, or joint venture

4.2 Company Background

- 4.2.1 General Information
- 4.2.2 Number of Employees
- 4.2.3 Years in Business
- 4.2.4 Years' Experience with K-12 Public Schools
- 4.2.5 Name(s) of Owners
- 4.2.6 Home Office Location
- 4.2.7 Local Office Location
- 4.2.8 Federal Tax I.D. Number
- 4.2.9 Primary Business Types
- 4.2.10 Market Areas
- 4.2.11 Website Address
- 4.2.12 Identify Contact Person Including Phone and Email

4.3 Experience and References

- 4.3.1 Provide three (3) references from California K-12 school districts for which the Firm has provided state funding services within the last five (5) years.
- 4.3.2 List the last five (5) California K-12 school districts for which the Firm has provided state school facility funding services within the last five (5) years. For each, include:
  - 4.3.2.1 District Name.
  - 4.3.2.2 Project name(s) and school site(s).

4.3.2.3 Funding program(s) (e.g., New Construction, Modernization, Seismic Mitigation, Facility Hardship, CTE, Full-Day Kindergarten/TK).
4.3.2.4 State funds apportioned or received.
4.3.2.5 Application status (e.g., eligibility approved, apportioned, funds released, closed out).
4.3.2.6 Proposed team members who performed the work.
4.3.2.7 District contact name, phone number, and email address.

4.4 Regulatory Experience

4.4.1 A brief history of firm's experience with SFP regulations and SAB processes.
4.4.2 Summary of experience with DTSC, DSA, and CDE approval procedures.

4.5 Approach and Methodology

4.5.1 How would the firm establish or update NUSD's eligibility?
4.5.2 Provide a preliminary funding strategy for the listed Measure O projects.
4.5.3 Provide a work plan with key milestones and explain how it would coordinate with the District, CPM, and the Architects.

4.6 Staffing

4.6.1 Resumes of Proposed Project Team and key personnel. (May include in Appendix).
4.6.2 Staffing approach and Roles/Responsibilities for Project Team.

4.7 Rates

4.7.1 Provide a T&M Not to Exceed for Phase 1 Services: review and update the District's SFP eligibility and prepare a written state funding strategy report for the projects listed in Section 1.B. State the number of hours by team member that the fee is based on.
4.7.2 Provide the hourly rates for each proposed team member and all positions that may be assigned to this scope of services for 2027-2030. Services beyond Phase 1 will be authorized by the District as needed and compensated at the hourly rates in Attachment C.
4.7.3 Identify types of reimbursable costs and their associated costs.
4.7.4 Identify any additional fees or minimum requirements. Contingency or percentage-of-funding fee structures will not be considered and will not be scored.

4.8 Litigation

4.8.1 Within the last five (5) years, have you ever initiated litigation against a client on a public school project?
4.8.2 Within the last five (5) years, has a client ever initiated litigation against your Firm?
4.8.3 If the answer to either question is yes, please give details including nature of dispute, ultimate resolution of dispute, and names of references who can verify information provided.

4.9 Termination

4.9.1 Within the last five (5) years, have you ever been terminated by a client?

4.9.2 If so, please indicate why and provide names and phone numbers of references who can verify the information provided.

4.10 Statement of Non-Conflict of Interest

Complete Attachment "A" – Statement of Non-Conflict of Interest Form, attached hereto. (May be included in an appendix).

4.11 Exceptions to Consultant Agreement

Identify any exceptions to Attachment B – Consultant Agreement, or state that the Firm takes no exceptions.

4.12 Insurance Acknowledgment

Confirm the Firm can provide the insurance coverage required in Section 3.8.

SECTION 5 – EVALUATION CRITERIA

5.1 Evaluation Committee

Proposals will be evaluated by a committee of District staff and the District's program management representative (and others designated by the District).

5.2 Evaluation Criteria

Criterion	Weight
Relevant experience with CDE/OPSC	25%
Technical approach & understanding of SFP	20%
Qualifications of key personnel	20%
Cost proposal	15%
References & past performance	10%
Interview (if no interview is required, max percentage of weight will be 90%	10%

Note: Cost proposal points will be awarded based on the Phase 1 fixed fee. The lowest will receive the full 15 points; other proposals will receive points in proportion (lowest fee ÷ by proposer's fee x 15). Hourly rates will be reviewed for reasonableness and will be subject to negotiation.

5.3 Responsiveness Review

Proposals will first be reviewed for compliance with the submission requirements in Section 3 and the minimum qualifications in Section 2. Proposals that do not meet the minimum qualifications may be deemed non-responsive and not evaluated further.

5.4 Interviews at the District's Discretion

The District may, at its sole discretion, interview some, all, or none of the proposers. If the District decides interviews are not needed, selection will be based on written proposal scores alone. Proposers should therefore submit their most complete and competitive proposal at the outset. Applicants selected for interviews will be advised regarding interview format at the time of notification.

5.5 Final Ranking

If no interviews are held, final rankings will be based on written proposal scores. If interviews are held, final rankings will be based on the combined written proposal score (90%) and interview score (10%). If no interviews are held, written proposal scores (maximum 90 points) will be normalized to a 100-point scale. The District will check references for each Firm recommended for selection before recommending Board approval.

WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM.

- Attachment A – Statement of Non-Conflict of Interest
- Attachment B – Consultant Agreement
- Attachment C – Rate Form

ATTACHMENT A

NEWARK UNIFIED SCHOOL DISTRICT

STATEMENT OF NON-CONFLICT OF INTEREST

The undersigned, on behalf of the consulting Firm set forth below (the "Consultant"), does hereby certify and warrant that, if selected, the Consultant while performing the consulting services required by the Request for Qualifications shall do so as an independent contractor and not as an officer, agent or employee of the District. The undersigned further certifies and warrants that: (1) no officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years; (2) the Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months; (3) no officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested financially in the consultant Agreement; and (4) the consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the consultant aid, abet or knowingly participate in violation of this statement.

Signature _____

Printed Name _____

Title _____

Date _____

*[This agreement form should be used for any services being provided that are **not** related to maintenance or a construction project and are **not** professional or specially trained in nature, such as moving services.]*

NEWARK UNIFIED SCHOOL DISTRICT
GENERAL SERVICES AGREEMENT
(non-construction and non-maintenance)

This general services agreement ("Agreement") is made and entered into effective _____, 20___ (the "Effective Date"), by and between the Newark Unified School District ("District") and _____ ("Contractor" and together with District, the "Parties").

1. **Contractor Services.** Contractor agrees to provide the following services to District (collectively, the "Basic Services"): _____ (as further described in ***Exhibit A*** to this Agreement). ***[If no Exhibit A will be attached, delete the parenthetical about it, and under the heading for Exhibit A (after the signature block of the agreement) type "NOT USED". Be sure to describe the services in detail. Be sure to distinguish between the services that will be priced on a lump sum basis, and the services that will be charged on an hourly basis.]***

Contractor shall provide services other than Basic Services (i.e., "Additional Services") if directed in writing by District to perform specific Additional Services and if sufficient contract funds for Additional Services remain to pay for the directed Additional Services (see Section 5, below).

"Services" shall mean Basic and Additional Services. Contractor agrees to perform such Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Services. All services performed by the Contractor under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by this type of consultant specially qualified to provide the services required by the District.

2. **Contractor Qualifications.** Contractor represents and warrants to District that Contractor, and all of Contractor's employees, agents or volunteers (the "Contractor Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor and any Contractor Parties performing Services shall be competent to perform those Services.

3. **Term.** The term for performance of the Services shall begin on _____, 20__, and shall end on _____, 20__ ("Term"), except as otherwise stated in Section 4 below, and Contractor shall complete the Services within the Term. There shall be no extension of the Term without an amendment signed by all Parties and approved by the District's governing board. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contractor Parties. In the event of early termination, Contractor shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any

manner District deems proper.

4. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if (1) Contractor materially breaches any of the terms of this Agreement; (2) any act or omission of Contractor or the Contractor Parties exposes District to potential liability or may cause an increase in District's insurance premiums; (3) Contractor is adjudged a bankrupt; (4) Contractor makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Contractor's insolvency; or (6) Contractor or Contractor Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Contractor's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Contractor based on the lump sum prices, unit prices, maximum units, hourly rates, and maximum hours listed in ***Exhibit B*** for Basic Services satisfactorily performed. Contractor shall not increase these lump sum prices, unit prices, or hourly rates, or the maximum number of units or hours, over the course of this Agreement. Total payment by District to Contractor for Basic Services under the Agreement shall not exceed _____ Dollars ($_____); and total payment for each of the lump sum services, unit services, and hourly Basic Services shall not exceed, respectively, _____ Dollars ($_____), _____ Dollars ($_____), and _____ Dollars ($_____) per ***Exhibit B***. Contractor acknowledges that the not-to-exceed fee for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services. Contractor shall perform all Basic Services required by the Agreement even if the not-to-exceed amount for performance of the Services has already been paid and no more payments will be forthcoming.

Total payment by District to Contractor for Additional Services under the Agreement shall not exceed _____ Dollars ($_____). Payments shall be based on the hourly rates in ***Exhibit B***.

District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Contractor based on time worked, services provided, rates, and unit prices, including any additional supporting documentation that District reasonably requests. Contractor shall not submit its invoices to District more frequently than monthly. Contractor will not be compensated for any Basic or Additional Services required as a result of wrongful acts or omissions.

5.1 **Reimbursement for Certain Expenses**. In addition to the above fees, the District shall reimburse Contractor for Reimbursable Expenses (defined below). Contractor's total reimbursement for Reimbursable Expenses shall not exceed _____ dollars ($_____), which is Contractor's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Contractor in excess of the Reimbursable Expenses amount set forth above shall not be compensated. District agrees to pay Reimbursable Expenses, up to the maximum amount provided herein, within sixty (60) days of receipt of a detailed invoice from Contractor, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Contractor's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Contractor's office use), postage, messenger, transportation, living expenses in connection with out-of-town travel, and long

distance communications. "Reimbursable Expenses" do not include indirect costs, such as general overhead (for example, home office overhead, including technology hardware and software, or insurance premiums); nor do they include expenses incurred in connection with services that result from Contractor's wrongful acts or omissions. ***[If no reimbursable expenses will be paid to the contractor, then keep the heading of this paragraph but replace the text with the following:*** Contractor shall not be reimbursed directly for any of its expenses, as the fees to be paid under this Agreement include compensation for any and all of Contractor's expenses.***]***

6. **Indemnity.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, Contractor's or the Contractor Parties' performance of the Services, Contractor's or the Contractor Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 6 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials**. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. 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 Contractor or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Contractor must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.

8. **Insurance.** Without in any way limiting Contractor's liability, or indemnification obligations set forth in Section 6 above, Contractor shall secure and maintain throughout the Term of this Agreement the following insurance:

Comprehensive General Liability

Each Occurrence:
$_____ Each Occurrence

Damage to Rented Premises:
$_____ Each Occurrence

Medical Expenses:
$_____ Any One Person

Personal and Advertising Injury:
$_____ Each Occurrence

General Aggregate:
$_____ Aggregate

Products – Completed Operations:
$_____ Aggregate

Comprehensive Automobile Liability

Combined Single Limit:
$_____ Each Accident

Property Damage:
$_____ Each Accident

Workers' Compensation

Worker's compensation insurance as required by Labor Code section 3200, *et seq*.

Sexual Abuse and Molestation (SAM) Insurance (if the general liability or professional liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation)

$_____ Each Occurrence

Employers' Liability

$_____ Each Accident
$_____ Disease – Each Employee
$_____ Disease – Policy Limit

Errors and Omissions Insurance

Professional liability insurance covering errors and omissions with limits not less than $_____. ***[Delete the E&O coverage requirement if not available for the services required by this contract.]***

Neither Contractor nor any of the Contractor Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Contractor's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Contractor Status.** The Parties agree that Contractor is free from the control and direction of District in connection with Contractor's performance of the Services. Contractor is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Contractor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Contractor understands and

agrees that Contractor and the Contractor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

10. **Taxes.** All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. Unless required by law, District will not withhold any money from fees payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contractor Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** If applicable, Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Contractor shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see ***Exhibit C***).

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Contractor or Contractor Parties add personnel who will provide Services under this Agreement, Contractor shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

12. *[This section is required for "a certificated or classified position" per EC §49406(a)(1)(A). If this section is not required, District has discretion to delete it.]* **Tuberculosis Certification.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

A. ☐ Contractor and Contractor Parties will **only have limited contact or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

B. ☐ The following Contractor and Contractor Parties will have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406:

_____

_____

_____. [Attach and sign additional pages, as needed.]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Contractor and Contractor Parties are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

13. **Confidential Information.** All District information disclosed to Contractor during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties excepts as authorized by District or required by law. Contractor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this Agreement.

14. **Assignment/Successors and Assigns.** Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.

15. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved by the District's governing board.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

18. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

19. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1 and confidentiality of records. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

20. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

21. **Attorneys' Fees.** If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

22. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

23. **Time.** Time is of the essence for performance of the Services under this Agreement.

24. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.

25. **Reports**. Contractor shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Contractor shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

26. **Ownership of Documents.** All plans, studies, drawings, calculations, reports, specifications, estimates, and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor under this Agreement ("Documents") shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Services but as they relate or may relate to any other project. Contractor will provide the District with a complete set of Documents, and will retain, on the District's behalf, the originals or reproducible copies of all Documents, however stored, in the Contractor's files for a period of no less than fifteen (15) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

27. **Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in the Documents ("Intellectual Property") not only as they relate or may relate to the Services but as they relate or may relate to other projects. The Contractor shall require any and all subcontractors and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such subcontractors or consultants that they provided to Contractor as part of the Services. The compensation for the Services includes compensation not only for any such use of the Intellectual Property in connection with the Services, but also for any re-use of the Intellectual Property by the District in relation to other projects. Contractor represents and warrants that Contractor has the legal right to license the Intellectual Property that

Contractor, its subcontractors, or its subconsultants prepare or cause to be prepared under this Agreement.

28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority**. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

33. **Mediation**. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **Forms.** Prior to performing any Services, Contractor shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to disabled veteran business enterprises ("DVBE") certification (Education Code §17076.12.12) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Contractor shall use the District's versions of these forms, which the District shall make available upon request.

35. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Contractor must comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional reporting requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract. *[Note to District: If no state funds are being used for this contract, then the District should either (1) delete this paragraph in its entirety; or (2) delete the previous two sentences and replace them with the following:]* The District requires Contractor to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the

United States government and the State of California in response to Russia's actions in Ukraine, including additional reporting requirements for contracts of $5 million or more. Failure to comply may result in the termination of the Contract.

36. **Designation of Key Personnel.** The individuals specified in the attached ***Exhibit D*** shall provide the services set forth herein, and shall be the persons primarily in charge of such work. No other individuals may provide services for Contractor on the this project without first obtaining the written approval of the District. ***[If no Exhibit D will be attached, then (A) delete this section and insert "NOT USED"; and delete the heading for Exhibit D at the end of this document.]***

37. **Conflict of Interest.** Contractor warrants that neither Contractor nor any of its employees, agents, or subcontractors has an actual or potential conflict of interest with the District in respect to the Services to be performed under this Agreement for the District. None of such individuals shall, during this term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

38. **Notice to Proceed; Progress; Completion.** Upon execution of this Agreement by the parties and approval of it by the District's governing board, District shall give Contractor written notice to proceed with the Services. Such notice may authorize Contractor to render all of the Services contemplated herein, or such portions or phases as may be directed by the District. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the Services. Upon receipt of such notices, Contractor shall diligently proceed with the Services authorized and complete it within the agreed time period.

39. **California Residency.** Contractor _____ *[insert "is" or "is not"]* a resident of the State of California. *[If "is" was inserted in the previous sentence, then delete the following sentence.]* If Contractor qualifies for a tax withholding, Contractor shall complete and submit California Form 590, Withholding Exemption Certificate, to District at the time of execution of this Agreement.

* *

DISTRICT:	**CONTRACTOR:**
NEWARK UNIFIED SCHOOL DISTRICT	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address for District Notices:	Address for Contractor Notices:
_____	_____

EXHIBIT A

Scope of Services

[Be sure to describe the required services in detail. Be sure to distinguish between the services that will be priced on a lump sum basis, unit price basis, and hourly rate basis. All services mentioned in the tables in Exhibit B must be described here.]

EXHIBIT B

Lump Sum Prices, Unit Prices, Hourly Rates, and Not-to-Exceed Amounts

[Be sure that the list of services in the tables below match the services listed in Exhibit A. For the unit price and hourly rate tables, be sure to insert the maximum number of units or hours for each line item. If a table will not be used for a particular contract, delete that table and the sentence following it.]

Description of Lump Sum Services	Lump Sum
	$ _____.__

The total amount to be invoiced for the services being charged based on a lump sum shall not exceed $_____.

Description of Unit Services	Maximum Number of Units	Unit Price
		$ _____.__

The total amount to be invoiced for the services being charged based on unit prices shall not exceed $_____.

Description of Hourly Services	Maximum Number of Hours	Hourly Rate
		$ _____.__
All other hourly services		

The total amount to be invoiced for the services being charged based on hourly rates shall not exceed $_____.

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

EXHIBIT D

Designation of Key Personnel

ATTACHMENT C

NEWARK UNIFIED SCHOOL DISTRICT

STATE SCHOOL FACILITY FUNDING CONSULTANT SERVICES – MEASURE O PROJECTS

RATE FORM

Firm Name: _____

Authorized Representative: _____

Date: _____

Complete all parts of this form and include it with the proposal (Section 4, Item 7). Contingency or percentage-of-funding fee structures will not be considered and will not be scored.

PART 1 – PHASE 1 FIXED FEE

Phase 1 Services: Review and update the District's SFP eligibility and prepare a written state funding strategy report for the projects listed in Section 1.B. List each team member or classification assigned to each task, with hours and hourly rate. Add rows as needed. The Phase 1 T&M Not to Exceed fee shall include all labor and reimbursable expenses and will be used for cost scoring under Section 5.

Task	Team Member / Classification	Hours	Hourly Rate	Extended Amount
1.1 Review existing District eligibility, prior OPSC filings, and facility records				
1.2 Update SFP eligibility baseline (enrollment projections SAB 50-01, capacity and classroom inventory SAB 50-02, eligibility determination SAB 50-03)				
1.3 Prepare written state funding strategy report for the Measure O projects (draft and final)				
1.4 Meetings and presentations with District and CPM				
1.5 Project management and coordination				
1.6 Other (describe):				
TOTAL PHASE 1 HOURS				

Task	Team Member / Classification	Hours	Hourly Rate	Extended Amount
TOTAL PHASE 1 T&M NOT TO EXCEED FEE (used for cost scoring)				**$**

PART 2 – HOURLY RATES (2027–2030)

Provide hourly rates for each proposed team member and all classifications that may be assigned to this scope of services. Services beyond Phase 1, including application preparation, agency coordination, reporting, and optional services, will be authorized by the District as needed and compensated at these hourly rates. Add rows as needed.

Name / Classification	Role	2027	2028	2029	2030

PART 3 – REIMBURSABLE EXPENSES

Identify reimbursable expenses for services beyond Phase 1 and the basis for each. Reimbursable expenses not listed will not be paid.

Expense	Basis (e.g., at cost, per mile)	Rate / Markup (%)
Mileage		
Printing / reproduction		
Delivery / overnight shipping		
State agency filing fees (if paid by Consultant)		
Other (describe):		

PART 4 – ADDITIONAL FEES OR MINIMUM REQUIREMENTS

Identify any additional fees, minimum billing requirements, retainers, or other conditions. If none, state "None."

Description

Description

CERTIFICATION

The undersigned certifies that the fees and rates stated on this form are true and accurate, will remain valid for at least ninety (90) days from the proposal due date, and are subject to negotiation with the District.

Signature: _____

Printed Name: _____

Title: _____

Date: _____