Dinuba Unified School District
1327 E. El Monte Way
Dinuba, California 93618

Request for Statements of Qualifications and Proposals ("RFQP") for Districtwide Educational Specifications and Facility/Building Standards

RFQP Issued: November 23, 2026
Responses Due: December 7, 2026
Interviews: December 8 and 9, 2026 (Tentative)
Selection by Governing Board: December 11, 2026

Request for Qualifications and Proposals ("RFQP")
For
For Districtwide Educational Specifications and Facility/Building Standards

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Dinuba Unified School District ("District") is seeking statements of qualifications and proposals from qualified firms for the development of comprehensive Districtwide Educational Specifications (Ed. Specs.) and coordinated Facility/Building Standards ("Project"). The resulting documents and deliverables, as set forth in this RFQP, shall translate the District's educational program, operational needs, and long-term facility priorities into measurable guidance and standards for planning, design, new construction, modernization, and renovation of all District school facilities. This solicitation is for Districtwide Educational Specifications and Facility/Building Standards, and is not a solicitation for a Facilities Master Plan, project-specific architectural design, or other work.

1. Critical Dates

Submittal Due Date:
An original + six (6) copies of the submittal shall be delivered **no later than December 7, 2026, at 2:00 p.m. (PDT)** to:

Dinuba Unified School District
1327 E. El Monte Way
Dinuba, California 93618
Attention: Rachel Nunez, Chief Business Official

Submittals not received by the deadline will be returned unopened.

***Interview Date(s)*:**
December 8 and 9, 2026 (tentative)

2. Governing Framework and Project Objectives

The selected consultant will develop Districtwide Educational Specifications and related Facility/Building Standards for the District in accordance with the California Department of Education ("CDE") Educational Specifications guidelines and Title 5, California Code of Regulations, section 14030(a) and in alignment with the following Project objectives:

- Document District goals, policies, instructional vision, enrollment assumptions, grade configurations and community functions.
- Define educational programs, activities, types/numbers/sizes/functions of spaces, special features, capacities and relationships.
- Address all applicable TK–12 school types and support/alternative programs.
- Provide consistent yet adaptable criteria for new and existing campuses.
- Integrate durability, service access, standardization, cleaning, preventive maintenance, replacement availability and life-cycle value.
- Deliver editable, maintainable specifications and standards suitable for use in future design reviews.

3. Scope of Services: Form of Agreement

The selected consultant will be expected to perform the Scope of Services described in ***Exhibit A*** to the agreement accompanying this RFQP at *Attachment A* which will be the form of agreement that the selected consultant must execute. Any proposal submitted in response to this RFQP (including the proposed contract price) must be based on the Scope of Services, obligations, and other terms of this RFQP and the attached form of agreement.

4. Proposal Format

The Statement of Qualifications and Proposal should be clear, concise, complete, well organized, and demonstrate respondent's ability to follow instructions.

An original + six (6) copies of the Statement must be provided, with no more than 75 single-sided pages in total length.

The front cover of the Statement shall include the RFQP's title and submittal due date, the name, address, fax number, and the telephone number of the respondent. The cover should also identify the proposed lead consultant for the Project.

The Table of Contents shall include complete and clear listings of headings and pages to allow easy reference to key information.

Respondent shall provide all of the following in the order listed:

A. Cover Letter

A cover letter signed by an authorized officer of the firm submitting the Statement or signed by another person with authority to act on behalf of and bind the firm. Indicate contact person(s) for the Project.

B. Profile, Credentials, and General Background

1. Firm name, address, contact and number of years the firm has been in business.
2. Location of office that will perform the work required by this RFQP.
3. List of services provided by your firm
4. Statement of capability to complete the Scope of Services

C. Relevant California K-12 Experience; Sample Documents

1. Experience/background and number of years providing the Services required by this RFQP.
2. Description of at least three (3) comparable projects ongoing or completed, preferably within past seven (7) years. including contacts and roles of proposed personnel.
3. Provide one complete or representative redacted California K–12 Ed. Specs. example and samples of room sheets/building standards. Identify which proposed team members created submitted samples.

D. Project Team

1. Identify key members of your firm and provide their roles and qualifications.

2. Provide organizational chart that depicts proposed team members and responsibilities for Project.
3. Identify proposed subconsultants for the Project and provide their qualifications.

E. Client Satisfaction/References

Provide at least three (3) educational client references for which your firm has provided Services similar to those required by this RFQP. References must include: (a) client name, address, telephone number, and contact person; and (b) a description of services your firm provided, including costs.

F. Fee Proposal

Attach an estimate of the total Project cost and a list of your firm's hourly rates for all personnel who may perform Services for the Project.

G. Additional Proposal Elements

1. Proposed methodology and stakeholder plan
2. Proposed schedule and timeline for Project that includes interim Project milestones and total Project completion time

H. Past Performance Record

If any of the following has occurred, please describe in detail the circumstances for each occurrence:

1. Failure to enter into a contract once selected/awarded.
2. Withdrawal of a proposal as a result of an error.
3. Termination or failure to complete a contract.
4. Debarment by any municipal, county, state, federal or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the firm or its principals for violating any federal or state law related to engineering practice or contract performance.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard for applicable rules, laws or regulations.

5. Insurance

Attach a letter from your insurance company indicating your firm's ability to provide all of the required insurance as set out in the agreement attached to this RFQP *as Attachment A*.

6. Evaluation and Selection —100-Point Matrix

A. The purpose of this RFQP is to enable the District to identify qualified firms with whom the District may choose to contract for the Project.

B. The District will use the selection process outlined below. A District review and selection committee will review and evaluate all submittals and may conduct interviews.

C. Statements will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing respondents prior to and during the review, evaluation, and negotiation processes. However, to the extent that the submittals are public records under California law, they may be subject to release to members of the public if specifically requested under applicable law.

D. The following criteria will be considered by the District in the evaluation and selection process:

Criterion	Points
Relevant educational specifications experience	20
Proposed team and actual individual experience	15
Understanding of District objectives	15
Proposed methodology and work plan	15
Quality of actual sample deliverables	10
Plan for stakeholder engagement	10
Estimated Cost for completion of Project	10
Schedule, capacity and availability	5

10. Interviews, Selection, and Award of Contract

Only complete proposals submitted in response to this RFQP will be evaluated and reviewed by the District.

The District may, but is not obligated to, conduct interviews with proposers responding to this RFQP. If conducted, the interviews will be held on a date and time and at a location to be determined. At the time of the interview, the respondent's proposed Project manager, educational planner, and building standards lead will be required to attend.

11. General Information

***Amendments**:* The District reserves the right to cancel or revise this RFQP in part or in its entirety. If the District cancels or revises the RFQP, all respondents will be notified by addenda. The District also reserves the right to extend the date proposals are due or postpone or cancel the interview date(s).

Inquiries**:* Any questions concerning this RFQP or selection process may be directed to Rachel Nunez, Chief Business Official, Dinuba Unified School District; telephone: (559) 595-7216; email: rachel.nunez@dinuba.k12.ca.us. Replies involving any substantive issues will be issued by addenda and mailed to all parties recorded by the District as having received the RFQP documents. All questions must be submitted ***at least seven (7) calendar days before proposals are due to allow the District time to review and decide whether to issue an addendum to this RFQP.

Fingerprinting/Criminal Background Investigation Certification. As applicable, the selected consultant and employees shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1.

12. Special Conditions

***Non-Discrimination**:* The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

***Costs**:* Costs of preparing a Statement in response to this RFQP are solely the responsibility of the Respondent.

***Limitations**:* This RFQP does not commit the District to award a contract, to defray any costs incurred in the preparation of a Statement pursuant to the RFQP, or to procure or contract for work. The District reserves the right to waive any irregularities in the Statements received pursuant to this RFQP, or in the process outlined herein for selection of a consultant for the Project.

ATTACHMENT A

FORM OF AGREEMENT

DINUBA UNIFIED SCHOOL DISTRICT
AGREEMENT
FOR
DEVELOPMENT OF EDUCATIONAL SPECIFICATIONS
AND FACILITY/BUILDING STANDARDS

This Agreement for the Development of Educational Specifications and Facility/Building Standards ("Agreement") is made and entered into effective _____, 20___ (the "Effective Date"), by and between the Dinuba Unified School District ("District") and _____ ("Consultant" and together with District, the "Parties").

1. **Consultant Services.** Consultant agrees to provide the Scope of Services ("Services") for the development of Educational Specifications and Facility/Building Standards as further described in the Project RFQP and in ***Exhibit A*** to this Agreement. Consultant shall develop the Educational Specifications and related Facility/Building Standards in accordance with the California Department of Education ("CDE") Educational Specifications guidelines and Title 5, California Code of Regulations, section 14030(a) and in alignment with the District's Project objectives as set out in the Project RFQP.

Consultant 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 Consultant 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. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant's employees, agents, consultants, or subconsultants (the "Consultant Parties"), have in effect and shall maintain in full force throughout the Term of this Agreement (as defined hereunder) 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. Consultant and any Consultant 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 Consultant shall complete the Services within the Term. There shall be no extension of the Term without an amendment to this Agreement 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 Consultant and the Consultant Parties. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the Services 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 Consultant if (1) Consultant materially breaches any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes

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District to potential liability or may cause an increase in District's insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant's insolvency; or (6) Consultant or Consultant Parties fail to comply with or make material representations as to the fingerprinting, criminal background check, or tuberculosis certification sections of this Agreement, if applicable. Such termination shall be effective immediately upon Consultant's receipt of the notice.

5. **Payment of Fees for Services.** District agrees to pay Consultant based on the hourly rates listed in ***Exhibit B*** for Services satisfactorily performed. Consultant shall not increase these hourly rates over the course of this Agreement. Total fees paid by District to Consultant for Services under the Agreement shall not exceed _____ Dollars ($_____ ("Total Fee"). Consultant shall perform all Services required by the Agreement even if the Total Fee for performance of the Services has already been paid and no more payments will be forthcoming. District agrees to make payment within sixty (60) days of receipt of a detailed invoice from Consultant based on time worked, Services provided, hourly rates, and including any additional supporting documentation that District reasonably requests. Consultant shall not submit its invoices to District more frequently than monthly. Consultant will not be compensated for any 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 Consultant for Reimbursable Expenses (defined below). Consultant's total reimbursement for Reimbursable Expenses shall not exceed _____ dollars ($_____), which is Consultant's estimate of the maximum total cost of Reimbursable Expenses for performance of the Services. Any expenses incurred by Consultant 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 Consultant, including any additional supporting documentation District reasonably requests. "Reimbursable Expenses" means Consultant's actual out-of-pocket expenses, without markup, incurred in performance of the Services, including fax, reproduction expense (excluding expense for reproduction for Consultant'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 Consultant's wrongful acts or omissions. ***[If no reimbursable expenses will be paid to the Consultant, then keep the heading of this paragraph but replace the text with the following:*** Consultant 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 Consultant's expenses.***]***

6. **Indemnity.** Consultant 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 Consultant, the Consultant Parties or their respective agents, employees, consultants, subconsultants, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not

limited to Consultant's or the Consultant Parties' performance of the Services, Consultant's or the Consultant 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 Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

7. **Equipment and Materials**. Consultant 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 damage to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or the Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant 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 Consultant's liability, or indemnification obligations set forth in Section 6 above, Consultant 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*.

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 $_____.

Neither Consultant nor any of the Consultant 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 Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

9. **Independent Consultant Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and the Consultant 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 Consultant 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 Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. If applicable, 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 and the Consultant Parties and otherwise in connection with this Agreement.

11. **Fingerprinting/Criminal Background Investigation Certification.** If applicable, Consultant and the Consultant 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, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see ***Exhibit C***).

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the

information learned or provided pursuant to Section 45125.1, or Consultant or Consultant Parties add personnel who will provide Services under this Agreement, Consultant 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.** Consultant and the Consultant Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

A. ☐ Consultant and Consultant 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 Consultant and Consultant 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.]

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

Consultant further agrees and acknowledges that all new personnel hired to provide Services under this Agreement after the Effective Date of this Agreement by Consultant and Consultant 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. **Mandated Reporter Training.** To the extent required by California law, including Education Code section 44691 and the Child Abuse and Neglect Reporting Act (Pen. Code, § 11164 et seq.), Consultant shall:

a. Complete all legally required mandated reporter training within the timeframes established by law;
b. Complete all required annual refresher training;
c. Understand their legal obligations to report known or reasonably suspected child abuse or neglect;
d. Maintain documentation demonstrating completion of all required training; and
e. Provide proof of completion to the District upon request.

Consultant acknowledges that completion of mandated reporter training does not replace or limit the legal duty to immediately report suspected child abuse or neglect as required by California law.

14. **Confidential Information.** All District information disclosed to Consultant or Consultant Parties 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. Consultant 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. Consultant shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Consultant shall turn over to District all records, including but not limited to educational records, related to the Services provided by Consultant or Consultant Parties, pursuant to this Agreement.

15. **Assignment/Successors and Assigns.** Consultant 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.

16. **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.

17. **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.

18. **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 Tulare, 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.

19. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Consultant 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.

20. **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. Consultant 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. Consultant 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.

21. **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.

22. **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.

23. **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.

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

25. **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.

26. **Reports**. Consultant 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 consultants. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Consultant 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.

27. **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 Consultant or Consultant Parties 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. Consultant 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 Consultant's files for a period of no less than fifteen (15) years. Consultant shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

28. **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 Consultant shall require any and all consultants and subconsultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the Intellectual Property of such consultants or subconsultants that they provided to Consultant 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. Consultant represents and warrants that Consultant has the legal right to license the Intellectual Property that Consultant, its consultants, or its subconsultants prepare or cause to be prepared under this Agreement.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **Forms.** Prior to performing any Services, Consultant 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 §17076.11) and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Consultant shall use the District's versions of these forms, which the District shall make available upon request.

36. **Sanctions in Response to Russian Aggression.** The District is using State of California funds for this Contract, and therefore Consultant 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 Consultant 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.

37. **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 Consultant on this Project without first obtaining the written approval of the District.

38. **Conflict of Interest.** Consultant warrants that neither Consultant nor any of its employees, agents, consultants, or subconsultants 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 the Term of this Agreement, acquire any interest which conflicts, or could potentially conflict, in any manner with the interests of the District.

39. **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 Consultant written notice to proceed with the Services. Such notice may authorize Consultant 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, Consultant shall diligently proceed with the Services authorized and complete it within the agreed time period.

40. **California Residency.** Consultant _____ *[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 Consultant qualifies for a tax withholding, Consultant shall complete and submit California Form 590, Withholding Exemption Certificate, to District at the time of execution of this Agreement.

[Signatures follow on next page]

DISTRICT:	**CONSULTANT:**
DINUBA UNIFIED SCHOOL DISTRICT	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address for District Notices:	Address for Consultant Notices:
_____	_____
_____	_____
_____	_____

EXHIBIT A

Scope of Services

In developing Districtwide Educational Specifications and related Facility/Building Standards for the District in accordance with the RFQP and this Agreement, the Consultant shall be responsible for performing all of the following Scope of Services, which includes the elements listed in Section I, the contents of the four-volume Final Educational Specifications and Facility/Building Standards in Section II, and the mandatory Deliverables set out in Section III:

I. Districtwide Educational Specifications and Facility/Building Standards

A. Mission, Vison, Blueprint for Learning

The District vision is "To end generational poverty through education." The District mission is "To cultivate excellence and prepare every student for college, career, and life." The District Blueprint for Learning presents a Whole Child Approach to Education and an expectation that students graduate college and career ready. The Consultant will be expected to review the current District-approved mission, vision, Blueprint for Learning, strategic goals and applicable Board policies at Project initiation and shall demonstrate how recommendations for instructional spaces, support services, accessibility, community use and facility operations support these priorities without limiting the technical completeness of the Educational Specifications.

B. Mobilization and information review

Conduct kickoff; review District plans, existing standards, relevant Board policies, program descriptions, enrollment/capacity information, current construction initiatives and available facility assessments. Deliver data-request log, assumptions register, scope confirmation, Project schedule and milestones, and decision log.

C. Stakeholder engagement and educational visioning

Prepare engagement plan and facilitate a steering committee and focused working groups for instructional programs; special education/student support; CTE/VAPA/athletics; technology/safety; nutrition/transportation; and Facilities/Maintenance/Custodial/Grounds. Include staff and community input as approved by District. Provide agendas, minutes, attendance, findings, issues, decisions and a stakeholder-priority matrix.

D. Educational program and facility-type standards

Prepare separate program and space criteria for TK/preschool as applicable, elementary, intermediate/middle, high school, alternative/continuation, specialized programs and District support facilities. Address general classrooms, science, CTE, arts/music, athletics/PE, libraries, administration, counseling/health, special education, nutrition, restrooms and other applicable functions.

E. Individual activity-area/room data sheets

For every applicable room or space type, state: program purpose; users and capacity; instructional/operational activities; quantity and area; adjacency and separation; furnishings; casework; equipment; technology; acoustics; ceiling; flooring; walls; doors/hardware; windows; lighting; power/data; HVAC; plumbing/utilities; accessibility; safety/security;

storage; cleaning and serviceability; and special requirements. Distinguish required criteria from recommended options.

F. Spatial and quantitative summaries

Provide space schedules, net-to-gross assumptions, area totals, adjacency matrices, functional diagrams and representative layouts/diagrams clearly labeled conceptual rather than construction documents.

G. Facility/Building Standards

Develop preferred District criteria, alternatives, exceptions and approval authority for building systems, materials and site infrastructure, including maintenance/operational implications. Do not prescribe proprietary products without District review and lawful procurement justification.

H. Confirmation and finalization

Deliver structured 30%, 60%, 90% and final review packages or propose equivalent approved gates; maintain written comment-resolution log; obtain confirmation from educational and operational stakeholders; present Board-ready materials; supply all final editable source files and PDF, and deliverables.

II. Required Contents of Final Educational Specifications and Facility/Building Standards

A. Volume I — District Vision and Educational Framework

- Purpose, authority, use and update governance
- District/community profile, educational vision and priorities
- Enrollment, grade configurations, capacity assumptions and programs
- Instructional methods, equity/accessibility, future flexibility and community/joint use
- Stakeholder process, decisions and assumptions

B. Volume II — Program and Space Standards

- Campus typologies and program descriptions
- TK/Kindergarten, general classrooms and grade-band learning
- Special education, intervention, counseling, wellness and health
- Science, STEM, CTE, arts, music, performance and libraries
- Athletics/PE, aquatic facilities if applicable, food service and multipurpose
- Administration, staff, transportation and support services
- Room/activity-area data sheets, furniture/equipment, adjacency matrices
- Space schedule, net/gross area summary, diagrams and planning criteria

C. Volume III — Facility and Building Standards

- Architecture: envelope, roofs, glazing, interior finishes, floors, ceilings, casework
- Doors, frames, hardware, keys/access control, signage and wayfinding
- Mechanical, HVAC controls, ventilation, electrical, lighting, plumbing and utilities
- Fire/life safety, security, communications, technology/data and accessibility
- Maintenance and Operations: equipment access, standardized components, parts and service
- Custodial: cleaning, storage, waste/recycling, janitor rooms and material durability
- Grounds and Irrigation: landscape, plant palette, irrigation controls, turf, hardscape, drainage

- Site circulation, bus/drop-off, parking, gates, playgrounds, shade and athletics
- Renovation/modernization, occupied-campus phasing, commissioning, closeout and O&M turnover
- Sustainability, water/energy efficiency, life-cycle cost, product replacement and updates

D. Volume IV — Implementation and Reference Tools

- Design review compliance checklist and variance/exception form
- Standards decision log, source references and version-control/change protocol
- Editable master room-data template and space program workbook
- Board-ready executive summary, presentation and full appendices.

III. Mandatory Deliverables

- Detailed schedule, stakeholder plan, meeting records and priority/decision log.
- Program inventory, educational vision, space and room criteria, diagrams and quantitative schedules.
- Complete four-volume deliverable structure set forth above, or equivalent approved organization with a crosswalk showing every required item.
- District Building Standards including M&O, custodial and grounds/irrigation with explicit operational criteria.
- At least three review cycles with written response-to-comments matrix and version tracking.
- Accessible/searchable PDFs, editable narrative files, spreadsheet tables, native diagrams/drawings and organized source files.
- Educational Alignment Matrix identifying each major recommendation, its related District goal or priority, the educational/operational rationale, and associated space or building standard,
- Final executive summary, Board presentation and staff orientation for maintaining/updating standards.

EXHIBIT B

Hourly Rates

EXHIBIT C

Fingerprinting Notice and Acknowledgement Form

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Sections 45125.1 and 45125.15)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1 and, if applicable, 45125.15. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following partial information is provided simply to assist such entities with their compliance:

1. You (as a business entity) shall ensure that each of your Employees ("Employees" includes your subcontractors) who interacts with pupils, or provides direct services to pupils (see Education Code §45125.1(j)), has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(b).) You shall do the same for any other Employees as directed by the District. (Education Code §45125.1(d).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(b).)

2. You shall not permit an Employee to interact with pupils until the Department of Justice has ascertained that the Employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(f).) See the lists of violent and serious felonies in ***Attachment A*** to this Notice.

3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its Employees who are required to submit fingerprints, and who may interact with pupils or provide direct services to pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(g).) For this certification, you shall use the form in ***Attachment B*** to this Notice.

4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(c).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an Employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the

Department of Justice as described in Education Code section 45125.1(b). (Education Code §45125.1(i).)

6. If you will be providing direct services to pupils (see Education Code §45125.1(j)), before entering a contract for such services, or performing such services, you shall (A) disclose to the District (i) the names and pertinent identifying information of all Employees who have previously been employed by a local education agency or private school in California, or by a state special school or diagnostic center operated by the department, and (ii) any credible complaint of, or discipline for, reportable conduct, by your Employees; and (B) ensure that a process is in place to notify the District when a credible complaint of, or discipline for, reportable conduct by Employees is received by you. (Education Code §45125.15(b).)

I, as _____ *[insert "owner" or officer title]* of _____ *[insert name of business entity]* , have read the foregoing and agree that _____ _____ *[insert name of business entity]* will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of

Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

> (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____
Date of Entity's Contract with District: _____
Scope of Entity's Contract with District: _____

I, _____ *[insert name]* , am the _____ *[insert "owner" or officer title]* for _____ *[insert name of business entity]* ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(g), neither the Entity, nor any of its employees, including subcontractors, who are required to submit fingerprints and who may interact with pupils or provide direct services to pupils, have been convicted of a felony as defined in Education Code section 45122.1; ***and*** (2) the Entity is in full compliance with Education Code sections 45125.1 and 45125.15, including but not limited to (a) each employee, including a subcontractor, of the Entity who may interact with a pupil or provide direct services to pupils having a valid criminal background check as described in Education Code section 44237, (b) disclosing names and pertinent identifying information of all employees, including subcontractors, of the Entity who will provide direct services to pupils have previously been employed by a local educational agency or private school in California, or a state special school or diagnostic center operated by the department, (c) disclosing any credible complaint of, or discipline for reportable conduct by an employee, including a subcontractor, of the Entity who will provide direct services to pupils, and (d) ensuring that a process is in place to notify the District when a credible complaint of, or discipline for, reportable conduct by an employee, including a subcontractor, of the Entity who will provide direct services to pupils is received by the Entity.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____
Typed Name: _____
Title: _____
Entity: _____

EXHIBIT D

Designation of Key Personnel