

# **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**



## **REQUEST FOR STATEMENTS OF QUALIFICATIONS #153 FOR Energy Conservation and Solar Consultant Services**

### **STATEMENT OF QUALIFICATIONS SUBMITTAL DEADLINE**

Thursday, December 12, 2013 by 2:00 p.m.

#### **SUBMIT TO**

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
Facilities Management/Maintenance & Operations Department  
956 W. 9<sup>th</sup> Street  
San Bernardino, California 92411  
Phone: (909) 388-6100  
Attention: Mrs. Jennifer Wilhelm

## TABLE OF CONTENTS

Cover Page

Part 1: District Energy and Sustainability Programs Background ..... p. 1

Part 2: Solicitation Background.....p. 1-2

Part 3: District Goals and Objectives ..... p. 3

Part 4: Contents of Responses ..... p. 3 - 7

Part 5: Additional Information for Firms ..... p. 7 - 9

Part 6: Submittal Requirements .....p. 9

Part 7: RFIs regarding this RFQ .....p. 10

Part 8: Evaluation, Award and Agreement.....p. 10 -11

Attachment 1 – Sample Master Service Agreement Form

Attachment 2 – Fee Schedule

Attachment 3 – Local Business Outreach Program Form

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (“District”) Facilities Planning and Development Department acting by and through its Governing Board, is soliciting and issuing this Request for Statements of Qualifications (RFQ) and will receive up to, but no later than, Thursday, December 12, 2013, statements of qualifications from interested, established and experienced Firms for consulting services (“Firms”).

This solicitation is intended to establish a pool of qualified third party consultants with whom District will enter into a Master Service Agreement (Attachment 1, Sample Master Services Agreement Form). The selected consultant(s) will facilitate the cost-effective development of energy projects for District’s facilities and shall be free from conflicts of interest arising from financial relationships with potential suppliers, constructors, financiers, or owners of related projects or products.

## **PART 1: DISTRICT ENERGY AND SUSTAINABILITY PROGRAMS BACKGROUND**

The District is a public school district located in San Bernardino County, California. The District’s territory is located in the south-west portion of San Bernardino County and is bisected by the 215 freeway. The District is the largest district in the Inland Empire, serving nearly 54,000 students at more than 65 existing schools. The District’s other facilities include 14 Administrative Offices and Support Buildings. The District’s total area includes 867 acres (ground property) and approximately 4.2 million square feet of construction (buildings).

The District’s Facilities/Operations Division has been engaged in over fifty-five (55) projects, including new schools, additions, modernizations, and energy conservation improvements to existing facilities, such as HVAC and lighting fixture upgrades. District’s Board has recognized the achievements and adopted the Collaborative for High Performance Schools (CHPS) Program to ensure every new school and major modernization project meets the CHPS criteria.

The Facilities Planning and Development Department has fully embraced the Collaborative for High Performance School (CHPS) criteria, sustainability and energy efficiency standards and is constantly looking for opportunities to implement such criteria in its projects. Most projects have received State grants from “High Performance Incentive Schools” and incentives from “Savings By Design.”

In addition to providing high performance facilities, the District focuses on energy efficiency behavior to optimize the use of facilities while minimizing energy consumption. A third party consultant, Cenergistic, is providing energy management support through monitoring facility operations and guiding end users regarding proper use of the facilities.

## **PART 2: SOLICITATION BACKGROUND**

The District will continue the existing programs and anticipates extending energy programs at existing facilities in conjunction with potential funding and guidelines from Proposition 39 (District was allocated with funding of approximately \$2.6 M for the fiscal year 2013-2014 ) during an initial period of five (5) years (collectively, the “Initial Projects”). Potential sites may include recently built or modernized sites which already receive benefits from energy-efficiency design features.

Depending on the success of the Initial Projects, District may pursue implementation of energy programs and installation of energy efficiency measures and solar energy systems at its other facilities (mid-long term plan).

Given the potential magnitude of the District's energy program, the District intends to contract with Firms that have, among other qualifications, all of the following:

- A. Extensive experience in the successful development of large commercial or public energy programs, energy efficiency measures and solar energy systems; including, design specification, construction oversight, operations, maintenance and management
- B. Experience working with school districts in regard to energy efficiency programs
- C. Experience in securing any and all necessary project financing, as well as credits and incentives available through Federal, State, local and Utility Company programs
- D. Experience in working with the California Department of General Services (DGS) and Division of State Architect (DSA) in regard to plan approvals
- E. Knowledge and understanding of applicable California Building Codes; including Energy Code and CAL Green
- F. Ability to provide timely, effective communication and support to the District through multiple means, including onsite presence

The District intends to use the responses that it receives to assist in possible selection of one or more Firms for District's potential energy projects. The District will evaluate each Firm based on the information set forth in the Response submitted, together with other information available to the District from any other sources. In addition to any other criteria specified in this RFQ, the evaluation criteria will include, among others, the Firm's experience, qualifications and ability to meet District criteria and project costs range, the Firm's ability to develop a rapport and working relationship with District personnel.

District will have the discretion to select one or more Firms after receipt of Responses; the District also reserves the right to not select any Firm. The District may request that one or more Firms participate in an interview process or the District may implement a combination of these and/or other methods for selection.

This RFQ is solely a solicitation for Responses. Neither this RFQ, nor any Response to this RFQ shall be deemed or construed to: (i) create any contractual relationship between District and any Firm; (ii) create any obligation for District to enter into a contract with any Firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Response.

If the District selects a Firm for District's potential energy projects, the District shall have the right to negotiate any and all of the final terms and conditions of any agreement with the Firm and nothing in this RFQ or any Response shall be deemed or construed as a limitation of such rights.

### **PART 3: DISTRICT GOALS AND OBJECTIVES**

The District intends to achieve the following goals and objectives through, and in connection with, the implementation of energy programs and installation of energy efficiency measures and solar energy systems at District facilities:

- A. To identify alternatives for financing (other than potential Prop 39 funding, if applicable), designing, and implementing energy programs, and installing energy efficiency measures and solar energy systems that will reduce costs and maximize the net economic benefit to District
- B. To reduce the cost of developing energy projects by investing in multiple systems
- C. To facilitate the investment in energy projects by industries and businesses within the region, to increase energy diversity and to reduce dependence on fossil fuels
- D. To enhance the economic value of District assets by developing the assets in a manner that supports District goals
- E. To provide structures aesthetically compatible with District facilities and surrounding neighborhoods
- F. To educate students and community about the benefits of energy conservation and renewable energy generation
- G. To improve environmental quality in the San Bernardino area

### **PART 4: CONTENT OF RESPONSES**

- A. **General:** Each Response must be in writing and should be concise, well organized, tailored to this RFQ and demonstrate the Firms understanding of District goals and objectives for the District's energy projects. Firms will be evaluated based on the information submitted in accordance with this Part 4, together with other information as may be available to the District. Responses must include all of the information specified below in this Part 4, and must set forth such information in the same order set forth below.
- B. **Executive Summary:** Include an overview of the Response (not in excess of two pages) describing the highlights of Response and specifying the name, title, address, telephone number, and e-mail address of a single Firm representative to contact regarding the Response. The overview also should summarize how the Firm will develop a comprehensive energy conservation and alternative-energy generation program to meet the needs and goals of the District.
- C. **Firm Information:** Specify or provide all of the following information:
  - Legal name and address of Firm
  - Name and address of the Firm's principal place of business

- Firm's legal form of entity (sole proprietorship, partnership, corporation, joint venture, etcetera) and State of incorporation or other organization. If Firm is a joint venture or partnership, identify all members of the joint venture or partnership and provide all information required pursuant to this Paragraph C for each member
- Firm's engagement model and fee structure (including process, scope, and commitment points)
- Number of years Firm has been engaged in energy projects
- Evidence that Firm is authorized to conduct business in the State of California
- If company is a subsidiary or affiliate of another company or companies, identify such other company or companies
- Address(es) of Firm's office(s) located in San Bernardino and/or Riverside County, if any
- Number of years the Firm has maintained an office in San Bernardino and/or Riverside County, if any
- Number of Firm's employees in San Bernardino and/or Riverside County, if any
- If Firm does not have an office or employees in San Bernardino and/or Riverside County, describe how Firm would fulfill its obligations in regard to supporting effective energy project development

**D. Firm's Relevant Experience:** Provide all of the following information, as applicable. Please mark "N/A" only if such information/experience is non-existent:

- List all energy service agreements Firm negotiated on behalf of its clients (either in conjunction with a third-party investor or otherwise) during the last ten years and applicable to energy projects of California school districts, specifying for each the name of the school district, the date of the agreement, and the type and general scope of the project
- List the energy conservation measures implemented in connection with past projects
- Total cost in dollars of commercial energy projects installed by or through the Firm's efforts, as well as total cost of commercial energy projects financed through energy service agreements (including power purchase agreements) during the last three years, including a brief breakdown for each fiscal quarter during such period
- Total capacity in kilowatt hours ("kWh") saved or generated of energy projects implemented or installed to date through projects developed by the Firm at K-12 public schools or reasonably equivalent commercial facilities
- Overview of the Firm's commercial grid-connected Photovoltaic (PV) experience, if any (do not include residential PV experience, please), including,
  - Total Megawatts ("MW") and MW of California-based Public Utilities and MW pursuant to power purchase agreements of commercial grid-connected PV installed to date

- Breakdown by application (roof mounted, ground mounted, carport, etc.) installed to date
- Average commercial grid-connected PV system size installed during the last three years

E. **Project References:** List all commercial energy projects in California over the last five years that exceed \$1 M in cost, including for each:

- Exact role Firm performed for project
- Type of project
- Location of project
- Customer name and contact information
- Date installed and date deemed operational
- Project cost (includes construction cost and all applicable soft costs)
- Kilowatt hours (“kWh”) produced or saved since project designed and/or installed
- Provide any known customer-satisfaction surveys relating to your completed projects, especially those from the public sector

F. **Proposed Firm Team:** Provide all of the following information:

- Name of Firm’s proposed project manager and a description of such person’s experience as relevant to the District’s proposed energy projects
- Names of team members who would be dedicated to the District’s energy projects
- Roles and responsibilities of team members, including an organizational chart
- Brief description of team’s ability to implement a successful energy program (history, performance of similar scope of services, etc.)
- History of past projects undertaken and completed by the team, as a group or individually, while employed by the Firm
- Resumes for key members of the Firm’s proposed team, including key personnel of any subcontractors that Firm proposes to use
- Describe each circumstance in which the Firm ever had a contract terminated for cause or convenience and include the reasons for termination
- With respect to Public Works projects completed on school district property, describe Firm’s familiarity with procedures and requirements of: (i) the Office of Public School Construction (OPSC); (ii) DSA; (iii) Department of Toxic Substances Control (DTSC); (iv) the California Department of Education (CDE), and (v) Division of Industrial Relations Labor Compliance Program (DIRLCP)

G. **Firm's History:** Indicate whether there has been, within the preceding five years, any occurrence of the situations described below and, if yes, then describe in detail the circumstances surrounding each such situation and the outcome. Failure by a Firm to disclose any such situations may result in a determination that the Firm is ineligible to bid on, contract for, or perform any work in connection with any future District projects. Each Firm must disclose each of the following:

- Failure to enter into an energy contract once selected, and the reason for such situation
- Termination or other failure to complete an energy contract
- Debarment (of either the Firm or any of its principal officers or owners) by any Federal, State, County, Municipal or other local agency
- Involvement as a party in any litigation, arbitration or mediation associated with an energy project (not including any action filed to validate a transaction)
- Any convictions of the Firm or any of its principal officers or owners for violation of any Federal or State antitrust law (e.g., bid rigging, collusion, or otherwise restricting competition between bidders) or other law relating to bidding or performance of public works
- Determination by a governmental or public authority, which became final or unappealable, that the Firm or any of its principal officers or owners: (i) knowingly concealed any deficiency in the performance of any contract or project; (ii) falsified any information or made deceptive or fraudulent statements in connection with any contract or project; or (iii) willfully disregarded applicable laws, regulations, rules or contractual requirements in connection with any contract or project

H. **Firm's Claims and Litigation History:** Indicate whether, in the preceding five years, the Firm has filed any claims and/or lawsuits against any public agencies in connection with any contracts or projects of such public agencies and, if yes, identify the public agency and describe the nature and the outcome of such claim and lawsuit. Failure by a Firm to disclose any such claims and/or litigation may result in a determination that the Firm is ineligible to bid on, contract for, or perform any work in connection with District projects.

I. **Fee Schedule and Reimbursable Expenses "Attachment 2":** Respondents shall state their proposed fees and a table of reimbursable expenses.

- 1) **Fee Schedule:** Identify all personnel that may be directly or indirectly assigned to the project, as well as proposed hourly billing rates. These should be quoted as fully-burdened (e.g., direct labor + overhead + profit) hourly rates offered on a time-and- materials basis.
- 2) **Reimbursable Expenses:** The maximum charge for all reimbursable costs shall be an amount not-to-exceed ten (10) percent of the Contract Amount.

Reproduction for District use shall be transmitted by selected respondents to District's reproduction vendor. Statements of qualifications must list basis for all other reimbursable costs including any markups.



Note: The District does not reimburse travel expenses to and from District offices and/or project sites.

- J. **Local Business Outreach Program “Attachment 3”:** Respondents are requested to submit a completed District Local Business Outreach Program (LBOP) registration form. The District uses this form to monitor the participation of local professional service providers in the Facilities Capital Improvement Program. Copies of the LBOP registration form is attached hereto as Attachment 3.

**PART 5: ADDITIONAL RFQ INFORMATION**

- A. **Schedule of Events:** The District anticipates that the schedule of events in connection with this RFQ will be as set forth below. However, District reserves the right, in its sole discretion and at any time prior to entering into an agreement for a District energy project, to alter its anticipated schedule as related to this RFQ or any project.

<u>Event</u>	<u>Anticipated Date</u>
RFQ Available:	November 7, 2013
Deadline for Request for Information (RFI)	November 15, 2013 before 12:00 PM
Response for RFI	November 21, 2013
Responses Due:	December 12, 2013 before 2:00 PM

Firm Presentations:	To Be Determined (by invitation only)
Contract Negotiations:	January 2014*
Recommendations to District Board:	February 2014*
Contract Approval:	February 2014*

\*In coordination with Prop 39 scheduling

- B. **Addenda to RFQ:** The District in its discretion may, at any time, issue one or more addenda to this RFQ and the District will provide such addenda to each Firm that is known by the District to have received a copy of this RFQ. Each Firm is solely responsible for and must, in its Response, acknowledge each addendum that it has received. The District will send each addendum to the last known addresses of the Firms, but in no event shall the District be responsible or liable for any failure of a Firm to receive any such addendum.
- C. **No Guarantee of Award of Contract:** This RFQ does not create any obligation whatsoever, either express or implied, for the District to award any contract to any Firm or other party. The District at all times retains the sole and absolute right to select the Firm that best meets the District’s needs, or to not select any Firm based on Responses to this RFQ. The award of any contract to a Firm is subject to approval by the Governing Board of the District (“Board”).
- D. **Privacy:** The District will open and review Responses privately to assure confidentiality and to avoid disclosure of the contents to competing Firms prior to and during the review, evaluation and negotiation process. However, District may, upon applicable request, disclose any Response to the extent it is a public record in accordance with California law.

- E. **Confidential Information:** It is understood that information submitted in response to this RFQ and subsequent presentations may contain technical, financial, or other data that would constitute trade secrets, the public disclosure of which possibly could injure the Firm's competitive position. To the extent the Firm reasonably determines that information in its Response constitutes trade secrets in accordance with applicable law, the Firm may seek to protect such trade secrets from disclosure by specifically identifying the pages of its Response that contain such information by properly marking such pages and inserting the following notice in its Response:

NOTICE: *[Insert Firm name]* believes that information on pages \_\_\_ of this Response identified by an asterisk (\*) or marked along the margin with a vertical line constitute trade secrets, disclosure of which possibly could injure the competitive position of *[insert Firm's name]*. *[Insert Firm's name]* requests that such information be used only in connection with evaluation of the Response or otherwise in connection with any agreement entered into by *[insert Firm's name]* and the District, but *[insert Firm's name]* understands that disclosure may nonetheless occur to the extent the District determines disclosure is proper in accordance with federal, state and/or local law.

The District may disclose or use any information included in a Response that is not so marked and made subject to such notice. In the event the District receives a request for information that is properly identified and for which notice is given in accordance with the foregoing, the District will advise the Firm of the request. If the Firm objects to disclosure of such information, the Firm, within a reasonable time, but in no event in excess of five (5) business days, shall submit to the District a detailed statement indicating the reasons the Firm believes disclosure is not proper in accordance with Federal, State and/or local law. The District will review such statement in determining whether disclosure is proper in accordance with applicable law. If the Firm requests that the District resist disclosure of such information, the District may agree to such request if the District determines that requested information likely is exempt from disclosure pursuant to Federal, State or local law, but subject to the Firm in each such event agreeing to assume responsibility for and to pay any and all costs incurred by the District, including, without limitation, attorney fees and expenses. The District will exercise reasonable care in applying the requirements of this Paragraph E, but in no event shall the District be responsible or liable for any damage or injury that may result from any disclosure that may occur of information the Firm believes constitutes a trade secret.

- F. **Ownership of Documents:** All Responses and other materials submitted in response to this RFQ shall become the property of the District.
- G. **Responsibility for Costs:** Each Firm (and not the District) shall be responsible for any and all costs that it incurs in connection with this RFQ, including, without limitation, costs associated with preparation and submission of a Response, and expenses associated with travel to any presentation, interview or other meeting. In no event will the District reimburse any Firm for any such costs or expenses.
- H. **Modification or Withdrawal of Response:** A Firm may at any time withdraw its Response by providing written request for withdrawal to the District. At any time prior to the deadline for submittal of Responses specified in this RFQ, a Firm may modify its Response by submitting the modified Response together with a written request to withdraw the original Response and replace it with the modified Response.

- I. **Insurance Requirements:** The District will require that the selected Firm have insurance in effect at all times during the term of this agreement and that the Firm provide certificates of insurance indicating the District, its employees, agents, and consultants as additional insured, and copies of policies as evidence that the insurance is in effect. The applicable insurance requirements and limits will be established by the District during negotiations with the Firm.
- J. **Other Contractual Requirements:** The contract(s) for each of the District's energy projects will set forth additional provisions applicable to work on the project by the selected Firm, including, without limitation, requirements for: (i) compliance with District policies, such as those prohibiting use of alcohol and illegal drugs on District property; and (ii) fingerprinting and background checks in accordance with California Department of Justice (DOJ) procedures.
- K. **Unethical Behavior:** By submitting a Response, a Firm shall be deemed to represent and warrant that neither it nor any of its agents or other representatives gave or offered to give any gratuity (in the form of entertainment, gifts, or otherwise) to any District officer or employee with the intent or goal of obtaining favorable treatment with respect to the selection of a Firm for the District's solar energy projects. If the District determines that a Firm has breached or violated such warranty, the District may terminate any agreement with such Firm, in whole or in part, and the Firm shall be responsible and liable for any associated losses and/or damages incurred by the District. The rights and remedies of the District pursuant to this paragraph are not exclusive and are in addition to any other rights and remedies the District may have pursuant to law or contract.

## **PART 6: SUBMITTAL REQUIREMENTS**

- A. **Number of Copies:** Each Firm must submit one (1) unbound original and four (4) bound copies of its Response, along with a digital copy of its Response.
- B. **Response Length:** A Response must be no more than 24 single-sided pages, or 12 double-sided pages, in total length, (not including cover page, attachments, tab pages, dividers, etc.). Each attachment must not exceed two single-sided pages or one double-sided page, with the exception of the resume package. The font size of the text included in a Response must not be less than 11 points.
- C. **Responses Must be Sealed:** Responses must be provided in a sealed envelope or box, and only District recipient information, the Firm's name, the title of the Response, and the submittal deadline visible on the outside of the envelope or box.
- D. **Address for Submitting Responses:** Responses must be addressed and sent or delivered to the address specified on the cover page to this RFQ.
- E. **Method of Delivery:** Provide five (5) "hard" copies and one (1) data CD of Responses to the District by any method desired prior to the due date and time; provided that the District will not accept any submittal sent by facsimile transmission, e-mail, or other electronic means.
- F. **Responsibility for Delivery of Responses:** Each Firm shall be solely responsible for ensuring that its Response is received by the District prior to the deadline specified in this RFQ. The District will not be required to consider any Response received by the District after the submittal deadline specified in this RFQ.

- G. **Deadline for Submitting Responses:** The deadline for submitting Responses in response to this RFQ is the date and time set forth In Part 5, Section A of this RFQ.

## **PART 7: REQUESTS FOR INFORMATION (“RFI”) REGARDING THIS RFQ**

- A. **RFIs:** Questions regarding this RFQ should be set forth in writing and sent via e-mail to Mrs. Jennifer Wilhelm at [jennifer.wilhelm@sbcusd.k12.ca.us](mailto:jennifer.wilhelm@sbcusd.k12.ca.us) The e-mail subject line of each such question should be specified as “Question Regarding RFQ # 153 for Energy Conservation and Solar Consultant Services.”
- B. **Authorized person to receive RFIs:** No person other than Mrs. Wilhelm is authorized to receive questions relating to this RFQ, and the District shall have no obligation to respond to questions sent to any person or entity other than Mrs. Wilhelm. In its discretion, the District may disregard the Response of any Firm that, in connection with this RFQ, contacts any District representative other than Mrs. Wilhelm, including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.
- C. **Responses to RFIs:** The District will, to the best of its ability, respond to RFIs regarding this RFQ. The District will send each question and response to the last known e-mail addresses of the Firms known by the District to have received this RFQ, but in no event shall the District be responsible or liable for any failure of a Firm to receive any such question and response.
- D. **Deadline for RFIs:** The deadline for submitting questions regarding this RFQ is **November 15, 2013, before 12:00 p.m.** The District, in its discretion, may determine not to respond to questions submitted after the deadline or may extend the deadline for submittal of Responses so that all Firms will have the benefit of responses to questions submitted after the deadline.

## **PART 8: EVALUATION, AWARD AND AGREEMENT**

### **Statements of Qualifications Evaluation:**

The District Evaluation Committee will determine which, if any, statements of qualifications are in the District’s overall best interest to accept. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any respondent. The District may request any or all respondents to participate in a presentation and/or interviews in regard to their qualifications. The invited respondents must be able to be available for the presentation and/or interviews within two (2) days of the request, unless another date has been agreed upon.

The District reserves the right to conduct negotiations with any number of respondents, as determined by the District, for entering into contract agreements.

## Evaluation Criteria:

The evaluation of statements of qualifications will include but not be limited to the following criteria:

- A. **Qualification Packet** – Completeness and clarity of qualification content as listed in Part 3.
- B. **Statements of Qualifications** – Company size, years in business, licenses, certifications and litigation, etc.
- C. **Personnel and Staffing Resources** – Professional statements of qualifications and specialized experience of the proposed staff, including the quality of the respondent's professional personnel to be assigned to District projects and the quality of the respondent's management support personnel to be available for technical consultation and/or assistance.
- D. **Experience & References** – Experience and expertise of the respondent in providing similar services to other school district and public entities of comparable size and scope.
- E. **Local Business Participation** – The District is vitally interested in promoting the growth of small and local businesses within the boundaries of the District and the cities of San Bernardino and Highland by means of increasing the participation of these businesses in the District's purchase of goods and services. The District encourages that at least ten (10) percent of all contracts for these services be set aside by the selected respondent(s) for local businesses. A locally owned business, for purposes of satisfying the locality requirements of this provision, is one which holds a valid business license issued by the City and where the owner maintains an office. The respondent will be required to certify on the invoices the names of local businesses utilized in any and all District assigned work.
- F. **Fee Schedule** – Rates for different classifications to be utilized in any assignment.



***MASTER SERVICE AGREEMENT***

***BETWEEN***

***SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT***

***AND***

***[ENTER FIRM NAME]***

***FOR***

***ENERGY CONSERVATION AND SOLAR CONSULTANT  
SERVICES***

## **TABLE OF CONTENTS**

### ***Recitals***

<b><i>Article 1</i></b>	<b><i>Term of Agreement</i></b>
<b><i>Article 2</i></b>	<b><i>Consultant Services</i></b>
<b><i>Article 3</i></b>	<b><i>Consultant's Fee and District's Payment Thereof</i></b>
<b><i>Article 4</i></b>	<b><i>Responsibilities of the Consultant</i></b>
<b><i>Article 5</i></b>	<b><i>Responsibilities of the District</i></b>
<b><i>Article 6</i></b>	<b><i>Districts Approval of Consultants Work</i></b>
<b><i>Article 7</i></b>	<b><i>Replacement of Key Personnel</i></b>
<b><i>Article 8</i></b>	<b><i>Ownership of Materials and Confidentiality</i></b>
<b><i>Article 9</i></b>	<b><i>Insurance Requirements</i></b>
<b><i>Article 10</i></b>	<b><i>Indemnification</i></b>
<b><i>Article 11</i></b>	<b><i>Suspension or Termination of Agreement</i></b>
<b><i>Article 12</i></b>	<b><i>Dispute Resolution</i></b>
<b><i>Article 13</i></b>	<b><i>Attorneys' Fees</i></b>
<b><i>Article 14</i></b>	<b><i>Severability</i></b>
<b><i>Article 15</i></b>	<b><i>Amendments</i></b>
<b><i>Article 16</i></b>	<b><i>Successors and Assigns</i></b>
<b><i>Article 17</i></b>	<b><i>Interpretation</i></b>
<b><i>Article 18</i></b>	<b><i>Governing Law</i></b>
<b><i>Article 19</i></b>	<b><i>District and Public Policies</i></b>
<b><i>Article 20</i></b>	<b><i>Titles for Convenience</i></b>
<b><i>Article 21</i></b>	<b><i>Notices</i></b>
<b><i>Article 22</i></b>	<b><i>Entire Agreement and Counterparts</i></b>

### ***Signature Page***

### ***List of Exhibits Incorporated into Agreement***

<b><i>Exhibit A:</i></b>	<b><i>Scope of Services</i></b>
<b><i>Exhibit B:</i></b>	<b><i>Assignment of Project (AOP)</i></b>
<b><i>Exhibit C:</i></b>	<b><i>Fee Schedule and Reimbursable Expenses</i></b>
<b><i>Exhibit D:</i></b>	<b><i>Invoice Format</i></b>
<b><i>Exhibit E:</i></b>	<b><i>Fingerprinting Certification</i></b>
<b><i>Exhibit F:</i></b>	<b><i>Insurance Requirements</i></b>
<b><i>Exhibit G:</i></b>	<b><i>Equal Opportunity and Workmen's Compensation</i></b>

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**777 North "F" Street**  
**San Bernardino, California 92410**

**MASTER SERVICE AGREEMENT**  
**FOR**  
**ENERGY CONSERVATION AND SOLAR CONSULTANT SERVICES**  
**DEPARTMENT OF FACILITIES MANAGEMENT**

This MASTER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 7<sup>th</sup> day of August, 2013, by and between the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "DISTRICT"), located at 777 North "F" Street, San Bernardino, California 92410, and **[ENTER FIRM NAME]** (hereinafter referred to as "CONSULTANT"), located at [ADDRESS], California [ZIP CODE], (hereinafter referred to collectively as the "Parties" and each individually as "Party").

**RECITALS**

**WHEREAS**, the DISTRICT is authorized by Section 4525 et seq. and 53060 of the California Government Code to contract with and employ any person or persons for the furnishing of special services and advice in financial, economic, accounting, engineering, architectural, environmental services, legal or administrative matters, if such person or persons is specially trained and experienced and competent to perform the special services required.

**WHEREAS**, the CONSULTANT itself is, or those hired by the CONSULTANT are, specially trained, experienced and competent to render the special services required by the DISTRICT, and such services are needed on a limited basis.

**WHEREAS**, the DISTRICT desires to engage the CONSULTANT to perform certain professional services in connection with the assigned project to the CONSULTANT by the DISTRICT ("Project") and the CONSULTANT represents that the CONSULTANT is fully qualified and willing to perform the services hereunder.

**NOW THEREFORE**, for and in consideration of the covenants and conditions hereinafter set forth, the Parties do mutually agree to all terms and conditions herein.



**ARTICLE 1**  
**TERM OF AGREEMENT**

**1.1 PERIOD OF AGREEMENT**

This Agreement shall be for a period beginning [**beginning date**], and continuing through [**ending date**]. When both parties agree, this Agreement may, by written amendment, exercise an option for renewal not to exceed one-year intervals, at the expiration of each subsequent year of enforcement, up to a five-year period.

**ARTICLE 2**  
**CONSULTANT'S SERVICES**

**2.1 MASTER AGREEMENT, SCOPE OF WORK, AND ASSIGNMENT OF PROJECTS**

This Agreement constitutes the Master Agreement between the DISTRICT and the CONSULTANT and sets forth the basic terms and conditions of the relationship. The **Scope of Work – Exhibit “A”** herein incorporated in this Agreement describes the project objectives and defines in general terms the tasks to be completed. The CONSULTANT shall perform the services stipulated in Exhibit A in accordance with the plans, specifications and terms of the Agreement. Similarly, the Agreement shall, from time to time, and at the sole discretion of the DISTRICT, be supplemented by the DISTRICT with individual **Assignment of Projects (“AOP”) – Exhibit “B”** herein incorporated and made a part thereof of this Agreement. The aforesaid AOP shall particularize and more fully describe each individual task. The AOP shall include the CONSULTANT’s proposal for said services, the specific scope of work, timeline for the specific project and all costs to the DISTRICT for the services thereunder. The CONSULTANT and those services performed by the CONSULTANT under this Agreement shall, in all cases in which the CONSULTANT is assigned a task or Project under an AOP, continue to be governed by all the terms of this Master Agreement and the specific responsibilities and individual tasks set forth and described in the AOP. Such AOP and all inclusions as described herein shall not be changed or altered in any manner without the prior written approval of the DISTRICT, and if the CONSULTANT performs any tasks or services not set forth in the AOP and which have not been authorized in advance by the District, in writing, the DISTRICT shall not be obligated to pay the CONSULTANT for such unauthorized tasks or services.

**2.2 CONSULTANT’S BASIC SERVICES**

The CONSULTANT’S Basic Services (“Basic Services”) will vary from one AOP to another and will be specifically defined therein for each individual Project as set forth under Paragraph 2.2 herein above. The CONSULTANT shall furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply all Basic Services as defined in the AOP. All Basic Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State and federal laws, rules and regulations.

**2.3 CONSULTANT’S ADDITIONAL SERVICES**

Additional Services (“Additional Services”) under this Agreement shall include those services performed by the CONSULTANT as a result of unusual circumstances. The Parties did not reasonably anticipate such services as would be necessary at the execution of this Agreement, which arise through no fault or neglect on the part of the CONSULTANT, and which cause the CONSULTANT to incur additional expenses as a result of such Additional Services. The DISTRICT may, at any time during the term of this Agreement, request that the CONSULTANT perform Additional Services, and the CONSULTANT shall not perform Additional Services without the prior mutual agreement by the Parties in the form of a

written amendment to the AOP, specifically authorizing and instructing the CONSULTANT to perform such Additional Services. The DISTRICT shall not pay the CONSULTANT for Additional Services performed by the CONSULTANT without prior written amendment as set forth in this Paragraph 2.4. Fees for Additional Services shall be negotiated between both parties.

### **ARTICLE 3 CONSULTANT'S FEE AND DISTRICT'S PAYMENT THEREOF**

#### **3.1 CALCULATION OF PROJECT FEE FOR BASIC SERVICES**

The DISTRICT shall compensate the CONSULTANT for Basic Services as specifically determined in each AOP, in accordance with the schedule of fully burdened hourly rates as set forth in **Exhibit "C"-Fee Schedule and Reimbursable Expenses** (the hourly rate of all CONSULTANT personnel/positions to be used in any given project). The total fee for each project shall not exceed the established range of the estimated Construction Budget. Compensation for Basic Services for each AOP shall be subject to a total Not-to-Exceed (NTE) aggregate amount specified in AOP therein, which can be increased only by written amendment signed by the Parties.

#### **3.2 BIENNIAL PRICE ADJUSTMENTS**

The hourly personnel rate as shown in **Exhibit C** shall continue to be effective throughout the term of this Agreement and shall *not* be increased hereunder no sooner than **[ENDING DATE]**. Thereafter, rates shall not be increased more often than once every two years and shall be negotiated with the DISTRICT based on the Consumer Price Index (CPI) for the area, prior to any price increases by the CONSULTANT. CONSULTANT must advise the DISTRICT in writing of any proposed new rates at least three (3) months in advance of the proposed effective date of any rate adjustment.

#### **3.3 REIMBURSABLE EXPENSES**

The DISTRICT shall compensate the CONSULTANT, at cost and at no markup, for Reimbursable Expenses ("Reimbursable Expenses"), provided that the DISTRICT has authorized such Reimbursable Expenses in advance and as described below in writing.

- a) fees advanced for securing approval of public agencies having jurisdiction over any Project hereunder; and
- b) all reasonable expenditures made by the CONSULTANT or its employees for any Project covered by the AOP, including but not limited to long distance telephone calls, telex, express mail or delivery, photocopies of bid documents, and document reproduction.

Reimbursements shall not be made for services that are directly related to the Basic Services of the CONSULTANT as set forth herein.

#### **3.4 INVOICING AND PAYMENT**

The CONSULTANT shall submit to the DISTRICT, by the fifth (5<sup>th</sup>) working day of the month, a detailed invoice for the preceding month in the format provided as **Exhibit "D," Invoice Format**, hereunder. Upon the DISTRICT's receipt and approval of such invoice, the DISTRICT shall issue payment to the CONSULTANT within sixty (60) calendar days. If the DISTRICT disputes any portion of such invoice, the DISTRICT shall promptly notify the CONSULTANT

and shall pay the undisputed balance until such time as when the disputed invoices has been resolved, then payment shall be made accordingly. The DISTRICT shall not pay any fees for services contemplated hereunder but not performed.

## **ARTICLE 4 RESPONSIBILITIES OF THE CONSULTANT**

### **4.1 CONSULTANT'S ADDITIONAL RESPONSIBILITIES**

In addition to the Basic Services and Additional Services set forth under Article 2 above, the CONSULTANT shall have the responsibilities set forth in this Article 4.

### **4.2 CONSULTANT AS AN INDEPENDENT CONTRACTOR**

**4.2.1 Responsible for All Employees.** The DISTRICT retains the CONSULTANT as an independent contractor and CONSULTANT is not an employee of the DISTRICT. Any additional personnel performing services herein on behalf of the CONSULTANT shall be under the CONSULTANT's exclusive direction and control. The CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services herein and as required by law, and shall be responsible for all reports and obligations respecting such employees, including but not limited to social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance. The CONSULTANT shall, if applicable, abide by the DISTRICT's Labor Compliance Program ("LCP").

**4.2.2 Independent Calling, District Control of Results.** The CONSULTANT shall perform the services herein to achieve the results required hereunder in the CONSULTANT's own independent way, in the pursuit of the CONSULTANT's independent calling. The CONSULTANT shall, however, be under the direct control of the DISTRICT as to the results to be accomplished, but not as to the means or manner by which such results are to be accomplished.

### **4.3 PROJECT STAFFING**

The CONSULTANT shall provide adequate staff and resources to facilitate all of CONSULTANT's services herein.

### **4.4 SUBCONTRACTORS/SUBCONSULTANTS**

CONSULTANT agrees to bind each and every subconsultant to the terms of this Agreement as far as such terms are applicable to subconsultants work. If CONSULTANT shall subcontract any part of this Agreement, CONSULTANT shall be fully responsible to the DISTRICT for any and all acts or omissions of CONSULTANT's subconsultants and of persons either directly or indirectly employed by CONSULTANT. Nothing contained in the Agreement shall create any contractual relations between any of the CONSULTANT's subconsultants and the DISTRICT.

### **4.5 MEETINGS**

The CONSULTANT shall attend all meetings as reasonably deemed necessary by the DISTRICT and that may be required by other governmental agencies in connection with the work and services herein.

#### **4.6      *STANDARD OF CARE***

The CONSULTANT shall perform all services herein in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The CONSULTANT represents that CONSULTANT is skilled in the professional calling necessary to perform the services. CONSULTANT warrants that all of CONSULTANTs employees and subconsultants shall have sufficient skill and experience to perform the services assigned to them and that the CONSULTANT, its employees and subcontractors or subconsultants have all legally required licenses, permits, qualifications and approvals necessary for the services hereunder and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Any of the CONSULTANT's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of CONSULTANT's employees who fail or refuse to perform the services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the CONSULTANT and all not be reemployed to perform any of the services or to work on the Project.

#### **4.7      *SAFETY***

The CONSULTANT shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the services herein, the CONSULTANT shall at all times be in compliance with all applicable local, State and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of CONSULTANT's employees and subcontractors, the DISTRICT's personnel, students, and the public, appropriate to the nature of the services herein and the conditions under which such services are to be performed. Safety precautions shall include but not be limited to, adequate life protection and life saving equipment and procedures, safety apparel as necessary or as required by law, adequate facilities for proper inspection and maintenance of all safety apparatus and measures, and instructions to all of CONSULTANT's employees and subcontractors regarding all safety and accident prevention aspects of performance of the work herein

#### **4.8      *LAWS AND REGULATIONS***

The CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the services herein, including but not limited to, all California Code of Regulations Title 24 and Cal/OSHA requirements. The CONSULTANT shall be liable for all violations of such laws and regulations in connection with the services herein.

#### **4.9      *PREVAILING WAGES***

Wage rates for the work herein shall be in accordance with the general, holiday and overtime prevailing wage rates in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the Agreement as determined by the Director of

the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations will, upon request, be made available by the DISTRICT and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement, and CONSULTANT shall comply with all of the provisions contained therein:

- i) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and
- ii) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.).

#### **4.10 EQUAL OPPORTUNITY EMPLOYMENT**

The CONSULTANT represents that the CONSULTANT is an equal opportunity employer and that CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. The CONSULTANT shall also comply with all applicable DISTRICT policies relating to equal opportunity employment or other related programs or guidelines currently in effect or hereinafter enacted by the DISTRICT.

#### **4.11 MAINTENANCE OF RECORDS**

**4.11.1 Construction Records.** The CONSULTANT shall maintain complete and accurate records with respect to all work performed by the CONSULTANT hereunder. Such records shall be made available by the CONSULTANT at all reasonable times during any period during which services are provided hereunder and for four (4) years from the date of the filing of the Notice of Completion for any AOP under this Agreement.

**4.11.2 Accounting Records.** The CONSULTANT shall maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred by the CONSULTANT under this Agreement. Such records shall be made available by the CONSULTANT at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement.

#### **4.12 REPORTS TO STATE AGENCIES**

The CONSULTANT shall provide copies of all reports required to be submitted to applicable regulatory State agencies to the DISTRICT, whether or not such reports are required by such agencies to be submitted to the DISTRICT.

### **ARTICLE 5 RESPONSIBILITIES OF THE DISTRICT**

The DISTRICT shall notify the CONSULTANT of all administrative procedures required for any Project hereunder and shall name a representative authorized to act on the DISTRICT's behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay of the progress of any Project hereunder.

#### **ARTICLE 6**

## ***DISTRICT APPROVAL OF CONSULTANT'S WORK***

All work prepared by the CONSULTANT in connection with the services herein shall be subject to the approval of the DISTRICT and any and all applicable regulatory State agencies, and shall be the property of the DISTRICT.

### ***ARTICLE 7 REPLACEMENT OF KEY PERSONNEL***

#### ***7.1 REPLACEMENT BY CONSULTANT***

The CONSULTANT shall not, during the term of the Agreement, change any of the CONSULTANT's key personnel as identified by the CONSULTANT in CONSULTANT's proposal for the work herein except with the written consent of the DISTRICT, unless the key personnel, whether an individual or individuals, prove to be unsatisfactory to the CONSULTANT and cease to be in the CONSULTANT's employ.

#### ***7.2 REPLACEMENT DUE TO DISTRICT REQUEST***

If DISTRICT reasonably requests CONSULTANT to change any key personnel, the CONSULTANT shall replace such key personnel within five (5) working days after CONSULTANT's receipt of the written request from the DISTRICT.

### ***ARTICLE 8 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY***

#### ***8.1 OWNERSHIP OF WORK PRODUCTS***

All materials and data required to be made or kept pursuant to federal, State or local laws, rules or regulations, prepared or collected by the CONSULTANT pursuant to this Agreement, shall be the sole property of the DISTRICT, except that CONSULTANT shall have the right to retain copies of all such documents and data. The DISTRICT shall not be limited in its use of such materials and data, provided that the DISTRICT shall indemnify and hold harmless the CONSULTANT for any such use not within the purposes intended by this Agreement, including the release of this material to third parties for a use not intended by this Agreement.

#### ***8.2 TRANSFER OF WORK PRODUCTS***

The CONSULTANT shall provide all such materials and data described in Paragraph 8.1 above, to the DISTRICT, or such other agency or entity as directed by the DISTRICT, or as required by law, rule or regulation, immediately upon completion of the term of this Agreement, or in the event of a termination article, pursuant to Section 11, and as directed by the DISTRICT. Should the DISTRICT desire to obtain possession of any such materials or data during the term of this Agreement, the DISTRICT shall make its request to the CONSULTANT in writing, and the CONSULTANT shall provide such requested materials or data to the DISTRICT within forty-eight (48) hours of the CONSULTANT's receipt of such DISTRICT request.

### ***ARTICLE 9***

## ***INSURANCE REQUIREMENTS***

All of the CONSULTANT's insurance requirements under this Agreement are set forth in **Exhibit "F," Insurance Requirements**, which is hereby incorporated into this Agreement and made a part thereof. Without in any way affecting the indemnity herein provided and in addition thereto, CONSULTANT shall provide all insurance dictated and checked in Exhibit F.

## ***ARTICLE 10 INDEMNIFICATION***

The CONSULTANT hereby agrees to indemnify, defend and hold harmless the DISTRICT and its departments, agents, officers and employees from any and all losses or claims or sums that the DISTRICT or any of its departments, agents, officers or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including but not limited to, damages to property or injury or death of persons, arising out of the performance of the services herein rendered by the CONSULTANT or caused by any error, omission or act of the CONSULTANT or of any person employed by the CONSULTANT or of any others for whose acts the CONSULTANT is legally liable. Said sums shall, in the event of legal action, include court costs, expenses of litigation and reasonable attorney's fees. Such claims and causes include, but are not limited, negligence and professional errors or omissions. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising under this Section, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

## ***ARTICLE 11 SUSPENSION OR TERMINATION OF AGREEMENT***

### ***11.1 SUSPENSION BY DISTRICT WITHOUT CAUSE, RECESSION OF SUSPENSION***

The DISTRICT expressly reserves the right, at the DISTRICT's sole discretion, to suspend all or any part of the services under this Agreement or any AOP hereunder or any portion thereof without cost to the DISTRICT. If the DISTRICT suspends services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by the CONSULTANT or the acts or omissions of the CONSULTANT, then if services are resumed, the CONSULTANT's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by the CONSULTANT as a direct result of the suspension and resumption by the DISTRICT of the services.

### ***11.2 NO SUSPENSION BY CONSULTANT WITHOUT DISTRICT CONSENT***

The CONSULTANT shall not suspend the CONSULTANT's services herein or any part thereof or any AOP hereunder or any portions thereof without the DISTRICT's prior express written consent.

### ***11.3 TERMINATION BY DISTRICT WITHOUT CAUSE***

The DISTRICT may, by written notice to the CONSULTANT, terminate the whole or any part of this Agreement or any AOP hereunder or any portion thereof at any time and without cause by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. Upon termination, the CONSULTANT shall be compensated by the DISTRICT only for those services that have been adequately rendered to the DISTRICT (as determined by the DISTRICT) up to the effective date of termination, and the CONSULTANT shall not be entitled to further compensation.

#### ***11.4 NO TERMINATION BY CONSULTANT EXCEPT FOR CAUSE***

The CONSULTANT shall not terminate this Agreement or any part thereof or any AOP hereunder or any portion thereof except for cause.

#### ***11.5 SUSPENSION OR TERMINATION BY DISTRICT FOR CAUSE***

Noncompliance or breach by the CONSULTANT of any of the terms of this Agreement or with any or the terms of any AOP hereunder may be cause for suspension and/or termination by the DISTRICT of the Agreement or any or all of the AOPs hereunder. The DISTRICT shall provide written notice to the CONSULTANT of such noncompliance or breach. The CONSULTANT shall have five (5) business days from receipt of such notice to cure the noncompliance or breach, or the DISTRICT has the right to immediately terminate the Agreement or any or all of the AOPs hereunder, as applicable, without prejudice to any other right or remedy of the DISTRICT, including all remedies herein. In the event of such termination by the DISTRICT for cause, the CONSULTANT shall be compensated for services performed under this Agreement or under any applicable AOP hereunder to the date of termination and for such other documented and verifiable reasonable costs and expenses incurred by the CONSULTANT under the Agreement to the date of termination, including any duly approved Additional Services. The DISTRICT may offset any and all losses, damages, expenses and costs, including reasonable attorneys' fees and costs suffered or incurred by the DISTRICT as a result of CONSULTANT's noncompliance or breach.

#### ***11.6 DISTRICT'S RIGHT TO CURE***

In addition to the DISTRICT's termination rights for cause set forth hereinabove, the DISTRICT shall have i) the right to cure the CONSULTANT's default hereunder at the CONSULTANT's cost, in which case all amounts expended by the DISTRICT in connection with such cure shall accrue interest from the date incurred until repaid to the DISTRICT by the CONSULTANT at the rate of ten percent (10 %) per annum; and ii) all other rights and remedies available to the DISTRICT at law and in equity, including, without limitation, an action for damages.

#### ***11.7 SIMILAR OR IDENTICAL SERVICES***

In the event that this Agreement or any AOP hereunder is terminated in whole or in part as provided herein, the DISTRICT may procure, upon such terms and in such manner as the DISTRICT may determine appropriate, services similar or identical to those terminated to complete any unfinished services or new services as needed by the DISTRICT.

### ***ARTICLE 12***



## ***DISPUTE RESOLUTION***

In the event of a dispute between the Parties as to the CONSULTANT's performance of services herein or the interpretation of this Agreement, or the DISTRICT's payment or nonpayment for such services, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, the CONSULTANT agrees to continue CONSULTANT's services diligently to completion. If the dispute is not resolved, the CONSULTANT agrees that CONSULTANT will neither rescind the Agreement nor stop the progress of its services, but the CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the CONSULTANT's services herein have been completed and not before.

## ***ARTICLE 13 ATTORNEYS' FEES***

If any action, either legal, administrative or otherwise, is brought by either Party against the other Party hereunder, each Party shall pay its own attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

## ***ARTICLE 14 SEVERABILITY***

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties hereto.

## ***ARTICLE 15 AMENDMENTS***

This Agreement may not be amended except in writing and signed by the Parties hereto.

## ***ARTICLE 16 SUCCESSORS AND ASSIGNS***

### ***16.1 BINDING ON SUCCESSORS AND ASSIGNS***

This Agreement shall be binding on the successors and assigns of the Parties.

### ***16.2 NO ASSIGNMENT BY CONSULTANT WITHOUT DISTRICT CONSENT***

The CONSULTANT shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the DISTRICT, and if such consent is not given by the DISTRICT, any action by the CONSULTANT under this Paragraph 16.2 shall be deemed automatically void.

**ARTICLE 17  
INTERPRETATION**

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any Party on the premise that the Party or the Party's attorneys were solely responsible for drafting this Agreement or any provision thereof.

**ARTICLE 18  
GOVERNING LAW**

This Agreement shall be interpreted, governed and construed and the CONSULTANT's services herein shall be performed in compliance with the laws of the State of California and applicable government regulations, building codes and ordinances in effect on the date of this Agreement.

**ARTICLE 19  
DISTRICT AND PUBLIC POLICIES**

**19.1 CONSULTANT'S RECEIPT OF DISTRICT POLICIES AND FINGERPRINTING CERTIFICATION**

By signing this Agreement, the CONSULTANT acknowledges receipt and acceptance of the following DISTRICT policies:

- i) Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b);
- ii) Affirmative Action Program for Equal Employment Opportunity Policy (No. 4136);
- iii) Nondiscriminatory Harassment Policy (No. 4136.1a-c); and
- iv) Drug-Free Workplace Policy (NO. 4205).

The CONSULTANT further agrees to complete and return to the DISTRICT, prior to beginning any work herein, **the Fingerprint and Criminal Background Check Certification (Exhibit "E")**.

**19.2 CONDUCT AS EXPECTED OF DISTRICT EMPLOYEES**

The CONSULTANT shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of the policies under Paragraph 19.1 hereinabove, but without the implication of employment. The CONSULTANT's failure to abide by said policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged by the Parties that these policies specifically address employees of the DISTRICT, the Parties agree and understand that the CONSULTANT is not an employee of the DISTRICT.

**19.3 PUBLIC POLICIES**

The CONSULTANT shall abide by the following Public Policies:

- i) Titles VI and VII of the Civil Rights Act of 1964;
- ii) Title IX of the Education Amendments of 1972;
- iii) Section 504 of the Rehabilitation Act of 1973;
- iv) The Age Discrimination Act of 1975;
- v) The Fair Employment and Housing Act; and
- vi) The Americans with Disabilities Act of 1990.

**ARTICLE 20  
TITLES FOR CONVENIENCE**

The Table of Contents and headings of Articles, Paragraphs and Subparagraphs in this Agreement are for convenience only and shall not modify the rights and obligations created by the Agreement.

**ARTICLE 21  
NOTICES**

**21.1 ALL NOTICES IN WRITING, DEEMED SERVED**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, and addressed as hereinafter provided.

**21.2 DISTRICT'S AND CONSULTANT'S CONTACT NAMES AND ADDRESSES**

Official communications regarding this Agreement shall be addressed as follows:

**To DISTRICT:**

Facilities Management Department  
San Bernardino City Unified School District  
956 W. 9<sup>th</sup> Street  
San Bernardino, California 92411  
Attn: Peace Aneke, Contract Analyst  
Telephone: (909) 388-6100  
Fax: (909) 885-9991

**To CONSULTANT:**

[Enter Name of Consultant Principal]  
[Enter Street Address of Consultant]  
[Enter City, State, Zip of Consultant]  
  
Telephone:  
Fax:  
Email:

All other official correspondences to the DISTRICT shall be addressed as follows:

Mr. Samer Alzubaidi, Facilities Administrator  
Facilities Management Department  
San Bernardino City Unified School District  
The same address as shown above  
The same phone and fax numbers as shown above

**ARTICLE 22  
ENTIRE AGREEMENT AND COUNTERPARTS**

**22.1 ENTIRE AGREEMENT**

This Agreement, including any exhibits contained herein and hereby incorporated into this Agreement by reference, contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, whether oral or in writing.

**22.2 COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Parties on the day and year first set forth hereinabove.

**SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT**

**CONSULTANT**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

**DEBRA LOVE**  
\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

**Director, Purchasing Department**  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

EXHIBIT A

**SCOPE OF SERVICES**

1. SCOPE OF SERVICES, as issued by the DISTRICT in REQUEST FOR QUALIFICATIONS NO. 153, attached as EXHIBIT A to this original Master Service Agreement hereto.

EXHIBIT B

**ASSIGNMENT OF PROJECT (AOP)**

1. Hard copy of ASSIGNMENT OF PROJECT (AOP), attached to this original Master Service Agreement hereto.



FACILITIES MANAGEMENT DEPARTMENT  
**ASSIGNMENT OF PROJECT (AOP)**

**FILLED OUT BY VENDOR**

PROJECT:		PROJECT NO.:		DATE:	
MASTER CONTRACT NO.:		AOP NO.:			
MASTER CONTRACT PERIOD:		PROCUREMENT NO.:			

MASTER CONTRACT BETWEEN:	
DISTRICT	VENDOR/CONSULTANT
	Vendor: Address:  Contact Person: Phone No.:

**SCOPE OF WORK TO BE PERFORMED BY THIS AOP:**  
*(Indicate the difference of work between former AOP and this AOP)*

*The above indicated PROJECT is assigned to the Consultant, for the services as described in the attached proposal hereunder:*

PROPOSAL DATE: \_\_\_\_\_ PROPOSAL AMOUNT: \_\_\_\_\_

This "Assignment of Project" is inherently a part of the Master Agreement. It is bound by the general terms and conditions of the Master Agreement. This "Assignment of the Project" describes in detail the Consultants proposed fee schedule, proposal, specific scope of work and other descriptions of services.

IN WITNESS WHEREOF, the parties have executed this AOP as set forth below.

DISTRICT	VENDOR/CONSULTANT
<b>SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT</b>	Vendor:
_____ <i>(Signature)</i> Debra Love Director, Purchasing Department	_____ <i>(Signature)</i> Name: _____ Title: _____
_____ <i>(Date)</i>	_____ <i>(Date)</i>

**FOR DISTRICT USE ONLY:**

PROJECT MANAGER:		PREPARED BY:		OPSC NO.:	
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<input type="checkbox"/>	STANDARD PO	<b>AMOUNT:</b> _____
<input type="checkbox"/>	BLANKET PO	
<input type="checkbox"/>	EXISTING PO	

**BUDGET NUMBER BEING CHARGED:**

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL	MGMT

\_\_\_\_\_  
PM APPROVAL

\_\_\_\_\_  
DATE

0

<b>REQUISITION NO. :</b>		<b>PURCHASE NO. :</b>	
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## EXHIBIT C

### **FEE SCHEDULE AND REIMBURSABLES EXPENSES**

1. FEE SCHEDULE AND REIMBURSABLES EXPENSES, as submitted by CONSULTANT in response to the REQUEST FOR QUALIFICATIONS, ATTACHMENT 2, attached as EXHIBIT C to this original Master Service Agreement hereto.

## EXHIBIT D

### INVOICE FORMAT

1. CONSULTANT/VENDOR BILLING INSTRUCTIONS
2. Hard copy of the BILLING FORM, attached to this original Agreement hereto.
3. Electronic file (Microsoft Excel Worksheet) of the BILLING FORM, provided as email attachment via email issuance of Master Service Agreement to CONSULTANT/VENDOR.
4. Hard copy of INVOICE, attached to this original Master Service Agreement hereto.
5. Electronic file (Microsoft Excel Worksheet) of INVOICE, provided as email attachment via email issuance of Master Service Agreement to CONSULTANT/VENDOR.

## CONSULTANT/VENDOR BILLING INSTRUCTIONS

The CONSULTANT/VENDOR PROGRESS BILLING FORM (“BILLING FORM”) shall accompany any and all invoices submitted to the DISTRICT by the CONSULTANT/VENDOR for payment. Invoices without this worksheet or incorrect contract amounts, cost codes, or other errors or miscalculations may be rejected and/or may delay payment until a complete and accurate BILLING FORM is provided. The CONSULTANT/VENDOR shall use the most current version of the BILLING FORM, which will be provided and updated at the location indicated in Section I.a of this Exhibit D.

### I. Invoice Cover Sheet Set-Up

- a. Open the Microsoft Excel Worksheet named, “SBCUSD\_InvoiceCoversheet”, which can be found in the following location:

[PROVIDE WEB ADDRESS (will be provided to successful applicants)]

- b. Using the fields highlighted grey enter the following information: Project (Site name); DSA Project Number; CMS Project Code, which will be provided to you by your Project Manager; Contract Number, which can be found on the original Agreement; Date (of invoice); Invoice Number; Period Covered, PO Number; Consultant/Vendor (company name used in Agreement); Address (street address and suite if applicable); City, State, and Zip Code; Email; Phone Number; Fax Number.
- c. Using the field highlighted grey that says, “Company Logo”, you have the option to include your company logo.
- d. In the table named “FEE”, enter the following information in the appropriate field:
  1. In column “ITEM #” number each entry in ascending order, starting with “1”;
  2. In column “Master Service Agreement Period”, enter the Period of Agreement associated with the approved contract agreements, amendments, AOP's, etc. for which you are billing;
  3. In column “CONTRACT”, enter the approved contract agreements, amendments, AOP's, etc. for which you are billing; Include a brief description of the scope of work.
  4. If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now.
  5. Follow “STEP 1” AND “STEP 2” for each item created.
- e. If your contract allows reimbursables in addition to contract fee, please separate these values and provide supporting documentation. The supporting documentation should have a title or reference. If you require more line items to complete this step, copy the last row completed and paste it directly underneath the last row completed. For reimbursables, use the “REIMBURSABLES” table, follow the steps described in Section I.d of this Exhibit D. In the “CONTRACT” column, in addition to the information described in Section I.d.3 of this Exhibit D, provide the title to reference the associated supporting documentation.

II. First Billing

- a. When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the fields highlighted green. The percentages in the “% TO DATE” column, and the “% THIS PERIOD” column will change automatically.
- b. Send invoice based on the PRE-RETENTION dollar value.
- c. Submit a conditional release waiver with the billing
- d. Email (email to Project Manager only), Fax (909-885-9991) or mail to the main office at 956 West 9th St. San Bernardino, CA 92411.

III. Subsequent Billings

- a. Manually input the dollar values for “TOTAL PREVIOUS BILLINGS” into the fields highlighted blue, the amount should be the same as what was entered in the “COST COMPLETE TO DATE” column (the fields highlighted green) from the previous billing.
- b. Manually input the dollar values for the “COST COMPLETE TO DATE” in to the fields highlighted green.
- c. Submit a conditional release waiver with the billing
- d. Email (email to Project Manager only), Fax (909-885-9991) or mail to the main office at 956 West 9th St. San Bernardino, CA 92411.

IV. Questions Regarding Billing

- a. Contact the Project Manager assigned to your project with any questions regarding billing values, or any other information required, prior to submitting a billing.



**PROGRESS BILLING FORM**

TO: San Bernardino City Unified School District  
 956 West 9th Street  
 San Bernardino, CA 92411  
 ATTN:

PROJECT: \_\_\_\_\_

DSA PROJECT #: \_\_\_\_\_

CMS PROJECT CODE: \_\_\_\_\_

CONTRACT #: \_\_\_\_\_

DATE: \_\_\_\_\_

INVOICE #: \_\_\_\_\_

PERIOD COVERED: \_\_\_\_\_

PO #: \_\_\_\_\_

CONSULTANT/VENDOR: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

STEP 2

STEP 1

Step 2: enter total value complete to date in this column, the percentage columns will change automatically

Step 1: manually enter values from last months green column into this column, changes will be made automatically

do not type in this column, it changes automatically

do not type in this column, values will change automatically

		FEE			CONTRACT			COST			% TO DATE			COST COMPLETED TO DATE			TOTAL PREVIOUS BILLINGS			% THIS PERIOD			CURRENT BILLING		
ITEM #	Master Service Agreement Period																								
1								\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
2								\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
3								\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
4								\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
		<b>Current Fee Billing</b>						\$0.00		\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

		REIMBURSABLES			CONTRACT			COST			Mileage			TOTAL PREVIOUS BILLINGS			CURRENT BILLING								
ITEM #	Master Service Agreement Period																								
1								\$0.00		\$0.00			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
2								\$0.00		\$0.00			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
		<b>Current Reimbursable Billing</b>						\$0.00		\$0.00			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

**TOTAL CURRENT AMOUNT DUE** \$0.00

# SAMPLE INVOICE

**CONTRACTOR Name**

Address  
Address  
City, State and Zip Code

Phone No. and Fax No.

Invoice #

Date:

**To:**  
ED NORTON, Maintenance & Op Director  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
956 West "9th" STREET  
SAN BERNARDINO, CA 92411  
(909) 388-6100 PHONE  
(909) 885-9991 FAX

**For:**  
SBCUSD Contract No.  
Purchase Order No:  
PROJECT Name:  
  
Slurry Seal-Coating Requirement Contract - Districtwide  
Billing period:

**FEE (Description)**

Total \$ for Project: -

Scope of Work	Square Feet	Unit Price	Unit Total
	-	-	-
	-	-	-
	-	-	-
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
		-	
<b>TOTAL THIS</b>			<b>\$ -</b>

<b>Total billings of all Sites to Date</b>	<b>Current</b>	<b>Prior</b>	<b>Total</b>
	-	-	-

Make Check Payable to: CONTRACTOR'S Name

Send Payment to: CONTRACTOR'S Name  
Address  
Address  
City, State and Zip Code  
Attn:

## EXHIBIT E

### **CONTRACTOR FINGERPRINT BACKGROUND CHECK CERTIFICATION**

1. Hard copy of FINGERPRINT BACKGROUND CHECK CERTIFICATION, attached to this original Master Service Agreement hereto.
2. Electronic file (Microsoft Excel Worksheet) of FINGERPRINT BACKGROUND CHECK CERTIFICATION, provided as email attachment via email issuance of Master Service Agreement to CONSULTANT.

**San Bernardino City Unified School District  
777 N. F Street, San Bernardino, CA, 92410**

## Fingerprint and Criminal Background Check Certification

*In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.*

With respect to the Agreement dated \_\_\_\_\_, between the **San Bernardino City Unified School District "DISTRICT"** and the individual, company, or contractor named \_\_\_\_\_

"VENDOR," for provision of \_\_\_\_\_ service

Please check all appropriate boxes and sign below:

**REQUIREMENTS MET:**

**A)**

The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

\_\_\_\_\_

SERVICES MAY BEGIN AFTER A PURCHASE ORDER (P.O.) IS ISSUED TO THE VENDOR.

**~OR~**

**REQUEST FOR WAIVER:**

**IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED BY THE DISTRICT AND A P.O. IS ISSUED.**

**B)** The VENDOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)

The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]

The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]

-- Check all methods to be used:

- 1) Installation of a physical barrier at the worksite to limit contact with pupils
- 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
- 3) Surveillance of employees of the VENDOR by school personnel

The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]

**By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the District with current "Fingerprint and Criminal Background Check Certification", along with the employee list, throughout the duration of VENDOR provided services.**

\_\_\_\_\_  
Authorized VENDOR Signature                      Printed Name                      Title                      Date

**BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED:**

Office use only	<b>WAIVER REQUEST:</b> APPROVED-- <input type="checkbox"/> DENIED-- <input type="checkbox"/>
	By: _____                      Date _____
	<i>Debra Love, Director, Purchasing Department OR Other Authorized District Agent</i>
	<b>WAIVER REQUEST:</b> APPROVED-- <input type="checkbox"/> DENIED-- <input type="checkbox"/>
By: _____                      Date _____	
<i>Harold Vollkommer, Asst. Superintendent, Human Resources Division OR Other Authorized District Agent</i>	



EXHIBIT F  
**INSURANCE REQUIREMENTS**

1. INSURANCE REQUIREMENTS

## **INSURANCE REQUIREMENTS**

### ***1.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS***

The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The CONSULTANT understands that, as an independent contractor, CONSULTANT is not covered by any type of DISTRICT insurance, including workers compensation insurance. The CONSULTANT shall provide, through insurance policies or self-insurance, workers compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the CONSULTANT may use independent contractors, volunteers or others not covered by the CONSULTANT's workers compensation coverage to provide services hereunder. The CONSULTANT shall advise such persons providing services hereunder at the direction of the CONSULTANT that workers compensation insurance is not provided by the DISTRICT, and the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

### ***1.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS***

If the CONSULTANT is a self-employed individual, the CONSULTANT agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the CONSULTANT did not arrange for which may be required due to any injuries of any type that may be sustained by the CONSULTANT while performing services under this AGREEMENT. The CONSULTANT shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the CONSULTANT shall not relieve the CONSULTANT of CONSULTANT's financial responsibility for the cost of medical and related treatment.

### ***1.3 COMPREHENSIVE GENERAL LIABILITY***

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Comprehensive General Liability with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The DISTRICT reserves the right to waive this General Liability insurance requirement and if so waived, the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages.

### ***1.4 AUTOMOBILE LIABILITY***

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Automobile Liability with a limit of not less than \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Coverage shall include Automobile Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of CONSULTANT's services herein. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

**1.5 PROFESSIONAL LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Professional Liability with a limit of not less than \$1,000,000 per occurrence, Errors and Omissions Insurance or Professional Liability. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

**1.6 WORKERS COMPENSATION/EMPLOYER'S LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Employer's Liability with a limit of not less than \$1,000,000. The CONSULTANT shall provide the DISTRICT a Certificate of Insurance indicating "statutory" limits. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

**1.7 SEXUAL ABUSE/MOLESTATION**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy with a limit of not less than \$1,000,000 Sexual Abuse Injury Limit of Insurance. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

**1.8 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES**

Any deductibles of self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its offices, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**1.9 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES**

The commercial General Liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The DISTRICT, its officers, officials, employees, consultants and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or used by the CONSULTANT.
- b. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, consultants and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, consultants or volunteers shall be excess of the CONSULTANTS insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the DISTRICT.

***1.10 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES***

Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the CONSULTANT's services herein, the CONSULTANT shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and CONSULTANT shall maintain such insurance from the time that the CONSULTANT commences performance of services hereunder until CONSULTANT's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the CONSULTANT shall furnish certified copies of the policies and all endorsements.

***1.11 ADDITIONAL NAMED INSUREDS***

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents, consultants and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

***1.12 WAIVER OF SUBROGATION RIGHTS***

CONSULTANT shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, consultants, contractors and subcontractors.

***1.13 POLICIES PRIMARY AND NON-CONTRIBUTORY***

All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

***1.14 INSURANCE REVIEW***

The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. CONSULTANT agrees to execute any such amendment with thirty (30) calendar days of receipt.

EXHIBIT G

**EQUAL OPPORTUNITY AND WORKMEN'S COMPENSATION**

1. EQUAL OPPORTUNITY CERTIFICATION
2. RESPONDENT'S CERTIFICATE REGARDING WORKMEN'S COMPENSATION

**EQUAL OPPORTUNITY CERTIFICATION**

To: San Bernardino City Unified School District  
956 W. 9<sup>th</sup> Street  
San Bernardino, CA 92411

Respondent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

Number of Employees \_\_\_\_\_

**This respondent is:**

Independently Owned and Operated

An Affiliate of \_\_\_\_\_ Parent Company \_\_\_\_\_

A Subsidiary of \_\_\_\_\_ Address \_\_\_\_\_

A Division of \_\_\_\_\_

\*\*\*\*\*

This is to certify that we are an Equal Opportunity Employer and have made a good faith effort to improve minority employment.

\*\*\*\*\*

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**RESPONDENT 'S CERTIFICATE  
REGARDING WORKMEN'S COMPENSATION**

Labor Code Section 3700:

“Every employer except the state and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

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

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

---

Signature

---

Name of Principal

---

Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part \_\_\_\_ Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)





ATTACHMENT 2

REIMBURSABLE EXPENSES

Consultants shall list the reimbursable expenses, if any, on a unit cost basis.

Reimbursable Expenses	Unit cost (\$)

Reimbursements:

The maximum charge for all reimbursable costs shall be an amount not-to-exceed ten (10) percent of the Contract Amount. Reproduction for District use shall be transmitted by selected respondents to District's reproduction vendor. Qualifications must list basis for all other reimbursable costs including any markups. Please note that the District does not reimburse the cost of postage, faxes, deliveries, telephone and communication, mileage and/or travel expenses to and from District offices and/or project sites. The only reimbursements paid to consultants shall be for the actual cost of incidental materials and services authorized prior by the District plus a mark-up, if any.

Building Schools  
Building Education  
Building Opportunities



BUSINESS OUTREACH PROGRAM				
Company Information		Contact Information		
Company Name		Name	Title/Position	
Address		Cell phone	-	-
City		Office phone	-	-
State	Zip	Fax	-	-
Web Address		E-mail		
Ownership Type (check type)	Firm Size	License(s)	Business Certification (check all that apply)	
<input type="checkbox"/> Sole Proprietor	Gross Revenue \$/yr	<input type="checkbox"/> A. General Engineering	<input type="checkbox"/> Small Business Enterprise (SBE)	
<input type="checkbox"/> Corporation	# of Employees:	<input type="checkbox"/> B. General Building	<input type="checkbox"/> Disabled Veteran-owned Business Enterprise (DVBE)	
<input type="checkbox"/> Partnership		<input type="checkbox"/> C. Specialty	<input type="checkbox"/> Minority-owned Business Enterprise (MBE)	
<input type="checkbox"/> Nonprofit			<input type="checkbox"/> Woman-owned Business Enterprise (WBE)	
<input type="checkbox"/> Other:			<input type="checkbox"/> Other:	
Services, Business Goods (check all that apply)				
<input type="checkbox"/> Architecture	<input type="checkbox"/> Environmental	<input type="checkbox"/> Inspection	<input type="checkbox"/> Special Construction	
<input type="checkbox"/> Communications/ IT	<input type="checkbox"/> Equipment	<input type="checkbox"/> Legal	<input type="checkbox"/> Specialties	
<input type="checkbox"/> Concrete	<input type="checkbox"/> Exterior Improvements (including landscape/irrigation)	<input type="checkbox"/> Masonry	<input type="checkbox"/> Surveying	
<input type="checkbox"/> Conveying systems	<input type="checkbox"/> Financial	<input type="checkbox"/> Metals	<input type="checkbox"/> Thermal and Moisture	
<input type="checkbox"/> Demo/Remediation	<input type="checkbox"/> Finishes	<input type="checkbox"/> Moving/Storage	<input type="checkbox"/> Utilities	
<input type="checkbox"/> Doors and Windows	<input type="checkbox"/> Fire Suppression	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Woods and Plastics	
<input type="checkbox"/> Earthwork	<input type="checkbox"/> Furnishings	<input type="checkbox"/> Portable Facilities	<input type="checkbox"/> Other:	
<input type="checkbox"/> Electrical	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Real Estate, Appraisal, Property Management	<input type="checkbox"/>	
<input type="checkbox"/> Engineering	<input type="checkbox"/> HVAC	<input type="checkbox"/> Safety and Security	<input type="checkbox"/>	
Local Business Outreach Profile (if applicable)				
<b>1. Local Business Identification</b>				
<input type="checkbox"/> Located in City of San Bernardino or Highland		<input type="checkbox"/> Located in San Bernardino County		
<b>2. How do you prefer to receive notices for SBCUSD opportunities?</b>				
<input type="checkbox"/> Telephone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail				
<b>3. How do you normally receive notices for SBCUSD opportunities?</b>				
<input type="checkbox"/> District Website <input type="checkbox"/> Chamber <input type="checkbox"/> Trade Assoc. <input type="checkbox"/> Plan Room <input type="checkbox"/> Newspaper <input type="checkbox"/> Mail <input type="checkbox"/> Other:				

VIEW VENDOR OPPORTUNITIES AT: [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com)  
 Mail, fax or email form to: SBCUSD Facilities Business Outreach Program  
 956 W 9<sup>th</sup> Street, San Bernardino, CA 92411