SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS

RFP No. 26-009 FOR WATER DISPENSER SERVICES DISTRICTWIDE

ELECTRONIC PROPOSALS SUBMITTAL DUE DATE

DATE DECEMBER 10, 2026 BY 4:00 PM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT FACILITIES
PLANNING AND DEVELOPMENT

956 W. 9TH STREET
SAN BERNARDINO, CALIFORNIA 92411
PHONE: (909) 388-6100

Notice Inviting Proposals

REQUEST FOR PROPOSALS

RFP NO. 26-009 WATER DISPENSER SERVICES DISTRICTWIDE

The San Bernardino City Unified School District ("District"), Facilities Planning and Development Department, is requesting proposals from those interested in providing professional services for ***RFP No. 26-009*** **WATER DISPENSER SERVICES DISTRICTWIDE**. A copy of the Request for Proposals ("RFP") can be obtained from the District's web site:

www.sbcusdfacilities.com

All qualified providers of services described in the RFP, including the local firms/individuals are encouraged to participate in this process and submit their proposals. The District, at its sole discretion, reserves the right to reject any proposals received after the deadline stated herein. **Proposals are only being accepted electronically. An electronic version of your proposal shall be emailed to Dawn Metz** dawn.metz@sbcusd.k12.ca.us **by Thursday, December 10, 2026 4:00 pm. Late proposals will NOT be accepted or reviewed.** The electronic version of your proposal in the subject line shall be titled: ***RFP No. 26-009*** **WATER DISPENSER SERVICES DISTRICTWIDE.**

San Bernardino City Unified School District
Facilities Planning and Development
956 West 9th Street
San Bernardino, California 92411
Contact: Dawn Metz
dawn.metz@sbcusd.k12.ca.us

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1. PURPOSE OF THE RFP:

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District (SBCUSD) Facilities Planning and Development Department acting by and through its Governing Board, hereinafter referred to as the DISTRICT, is soliciting and issuing this Request for Proposals (RFP) and will receive up to, but no later than **Thursday, December 10, 2026 by 4:00 pm.** proposals from interested parties. The purpose of this RFP is to select a group of qualified consultants to be on the District's pre-approved list to provide Water Dispenser Services Districtwide. The District intends to enter into master service agreements (MSA) with the pre-approved firms for assigned projects.

The intent of this RFP is to identify consultants who have considerable expertise and experience delivering **Water Dispenser Services Districtwide** to school districts. All qualified parties including local parties are encouraged to submit proposals. Proposals are **ONLY** being accepted electronically to **dawn.metz@sbcusd.k12.ca.us** , include in email subject line: **RFP No. 26-009: WATER DISPENSER SERVICES DISTRICTWIDE.**

Following receipt, review and ranking of proposals received, the District intends to establish a list of pre-approved service providers. Then, each time the District identifies a need for the required services, the District will request specific information, qualifications and fee proposals from the pre-approved consultants for one or more specific project(s). Depending on the number of projects, one or more respondents will be selected and the District shall enter into a master services agreement with a corresponding assignment of project (AOP) to be issued for the specific project(s). A sample of anticipated master services agreement (for information purposes only) is included with the RFP documents at Attachment 1.

The initial term of the pre-approval shall be three (3) years from the Board of Education approval and certification with the possibility of, up to two additional successive one-year extensions, at the sole discretion of the District, not to exceed a cumulative total of five (5) years.

For additional information regarding the District, please visit the San Bernardino City Unified School District web site at https://www.sbcusd.com/.

2. ANTICIPATED TIMELINE *

RFP Advertisement Date	November 19, 2026
Deadline for submittal of questions	December 1, 2026, 4:00 PM
Responses to the questions submitted	December 4, 2026, 4:00 PM
Due date for electronic submittal of Proposals. . .	**December 10, 2026 4:00 pm**

(Note: Timeline is estimated, all dates are subject to revision at the District's discretion.)

3. GENERAL BACKGROUND ON THE DISTRICT:

The San Bernardino City Unified School District is currently the eighth largest school district in California with 86 schools in operation and a student enrollment of approximately 44,192. Currently the district has 50 elementary, 10 middle/prep, 6 high schools, 2 special education schools, 1 adult school, 3 alternative schools of choice, 2 continuation and 12 charter schools. The District is planning several campus improvement projects, facility modernization efforts and new construction projects and seeks the services of experienced, competent providers to support these efforts.

For additional information regarding the District, please visit the San Bernardino City Unified School District web site at https://www.sbcusd.com/ .

Typical projects may include but are not limited to providing Services to support new construction and/or modernization efforts on early education through secondary education facilities and district facility improvements.

4. QUESTIONS AND CLARIFICATIONS TO THE RFP

Questions, requests for explanation or clarifications in regard to this RFP shall be made in written form and submitted via email to Dawn Metz, Facilities Planning and Development at dawn.metz@sbcusd.k12.ca.us.

The District will advise all parties known to have received a copy of the RFP of responses to the requests for explanation or clarifications by email and via posting on the District website at www.sbcusdfacilities.com. All parties interested in responding to the RFP are advised to check the websites for any updates.

5. CONTRACT DOCUMENTS

RFP documents, forms, and sample contract documents are available from the San Bernardino City Unified School District Website at www.sbcusdfacilities.com.

6. COMMUNICATIONS RESTRICTIONS

To ensure a level playing field with an open and uniform competitive process, Respondents and their Representatives must adhere to restrictions on unallowable communications set below:

1. From the time the Request for Proposals (RFP) is announced until the time a contract award recommendation is made public by posting on the District website, Respondents and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any SBCUSD official as this could appear to be an attempt to curry favor or influence. An “SBCUSD official” is broadly defined to include “any board member, employee, consultant or advisory member of SBCUSD” who is involved in making recommendations or decisions for SBCUSD.
2. Prohibited Communication – Examples of prohibited communication by Respondents and their Representatives include, but are not limited to:
    a. Contact of SBCUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;

b. Contact of SBCUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;

c. Contact of any kind to SBCUSD Officials in any particular department requesting a competitive contract to discuss other business or partnership opportunities.

3. Exceptions – The following are exceptions to the Communication Restrictions:

a. Open and uniform communications which are made as part of the procurement process such as requests for clarification or information made in writing, under the terms expressly allowed for in the RFP document; (ii) interviews or presentations to evaluation committee members which are part of the procurement process;

b. Negotiations with SBCUSD's designated negotiation team members;

c. Protests which follow the process outlined by SBCUSD's protest policies and procedures; and

d. Requests for technical assistance approved by SBCUSD contract officials. (For example, questions relating to SBCUSD's LBOP Program.)

7. FORMAT OF THE RESPONSE TO THE REQUEST FOR PROPOSALS

Firms must submit via email one (1) digital (electronic) their version of the requested proposals. All proposals should address the requested information for each of the evaluation categories detailed below.

All proposal responses should be provided in 10 point font or greater, tables and captions excluded. The total page count of your submission should not exceed 30 pages, excluding responses to RFp Attachments and sections noted in this RFP as "not included in the page count". Tabs or dividers are not included in page count. Please note specific page-count limits for responses as identified in each section. Pages shall be 8 ½" x 11", although the use of fold-out pages (11" x 17") is allowable, but fold-outs will be counted as two pages. Responses should be arranged in the order as sections/topics are presented in this RFP.

8. CONTENTS OF THE REQUEST FOR PROPOSALS

All proposals should address the following items in the order listed below. The SOQ shall demonstrate the proposals, competence and capacity of the firm:

A. **Cover Letter/Letter of Interest** (1 -2 pages) Include a cover letter addressed to Mr. Thomas Pace, stating the following:

1. Legal name of the firm to respond to this RFP,

2. A brief description of the respondent and statement of interest.

3. Identify any sub consultant firms or subcontractors to be involved in execution and delivery of the work.

4. Firm's point of contact for the duration of the proposal process, name, title and contact information.

5. Cover letter must be signed by an individual authorized to commit the firm to the terms of the proposal.

B. **Table of Contents** (1 -2 pages) The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers.

C. **Description of Firm** (maximum 2 pages) provide a summary description of firm's background and qualifications for providing the requested services. Include information regarding the size of the firm, location of the office from which the required services would be performed, nature of work performed, and years in this particular business. The respondent shall provide an affirmative statement that it is independent of the District as defined by generally accepted standards.

D. **Firm Responsibility** (Not to exceed 2 pages) Identify whether your Firm has ever had the following occur in the past seven (7) years. For the purposes of this paragraph, "Firm" shall include any present or past (over the last seven years) officers, owners, principals, partners, or any qualifying individuals including any Responsible Managing Employee (RME) or Responsible Managing Officer (RMO). Any occurrence of the following in the past seven (7) years shall render the Firm not qualified to submit a qualifications submittal:

1. Found to be a non-responsible contractor by any public agency;
2. Convicted for false claims;
3. Firm's license revoked or suspended;
4. Debarred or otherwise ineligible to bid on or be awarded a public works contract;
5. Terminated for cause or defaulted on a contract; or
6. Convicted of a crime involving the awarding of contract, or the bidding or performance of a contract.

E. **Insurance Requirements** (Not to exceed 4 pages) All Firms submitting a response to this RFP must have the ability to meet all of the insurance requirements set forth in the District's Master Services Agreement. (See Exhibit E "Insurance Requirements" included in this RFP). Firms must include a copy of their current certificate of insurance in their submittals evidencing the specified minimum insurance requirements. Respondents shall also describe the outcome of Services related claims, if any, filed against the respondent's general liability or professional liability or automobile liability insurance carriers during the most recent five (5) years. Proof of Insurance for General Liability, Professional Liability, Public Liability, Sexual Abuse/Molestation Liability, and Auto Liability or a statement of liability shall be required from the successful respondent according to the terms of this RFP.

F. **Personnel, Staffing & Equipment Resources** (maximum 2 pages plus resumes)

1. Submit resume(s) or profiles for each key staff that will be proposed to provide the requested services, including their qualifications and recent relevant experience providing similar services. Each resume (limited to 2 pages per individual resume) shall include but not be limited to the following information;
    a. Education;
    b. Years of relevant experience;

c. Professional registrations, certifications and affiliations

d. Project-specific experience with focus on public projects and emphasis on K-12 projects providing Services, including dates and durations of each project listed and where employed.

e. Include an affirmative statement that the firm and all assigned staff are professionally qualified to perform the requested services, capable of successfully completing District background clearance requirements (Live Scan) and hold any/all proper business or other required licenses.

G. **Experience and References** (maximum 6 pages) Provide summary of proposed team's experience in past performance of similar service and related experience for at least three (3) similar projects involving educational facilities or public agencies, preferably completed within the last five (5) years. (No more than 2 pages per project.)

a. Project Name, and summary of the project (scope, size, number of facilities, etc.)

b. Final cost of services provided

c. Beginning and end dates of service

d. Company name, point of contact, title, email address and telephone number

H. **Prior Work for SBCUSD** (maximum 2 pages) if applicable, provide a table listing prior projects where the firm may have previously provided Services for the District. State the scope of each project, and the beginning and ending dates of services.

I. **Litigation** (Not included in page count) Furnish and provide specific information on any termination for convenience, litigation settled or judgments entered within the last five (5) years, as well as any civil judgments within the last five (5) years. Identify if the Firm or any employee of the Firm is a party to an existing dispute with an owner, or owner's consultants, related to any project for which the Firm provided Services. If so, please describe the nature of the dispute and its anticipated outcome.

J. **Bankruptcy** (Not included in page count) Identify if the Firm has ever filed a petition for bankruptcy. If so, please provide the date the petition was filed and identify the jurisdiction in which it was filed.

K. **Additional Information** Respondents are welcome to provide additional information or description of resources the respondent feels is pertinent to the RFP. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

L. **Local Business Participation** Describe the respondents plan for inclusion of local businesses in the services to be provided for the District. The District is interested in assisting local businesses and as such would like to see how its consultants and vendors plan to utilize local entities of any type who could benefit from association with the work contracted. The District requires that at least ten (10) percent of all contracts for professional services be set aside by the selected entities 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 County or the City and where the owner maintains an office in the City of San Bernardino or City of Highland.

9. ATTACHMENTS / EXHIBITS

Firm's proposals and qualifications response should also include the completed version of the following RFP Attachments:

Attachment 1 – Sample Master Services Agreement (MSA) (Not in page count)

Respondent shall review the form of the Master Services Agreement as found in RFP Attachment 1 and shall **complete and return Exhibits C - L** If exceptions are noted, provide detail on any proposed exceptions to those agreements on Exhibit G Acceptance of Terms. If Firm has no exceptions, indicate as such.

Exhibit A – Scope of Services Water Dispenser Services Districtwide
This is an on call Master Services Agreement for Water Dispenser Services Districtwide. The District is seeking a Water Dispenser Services agent to provide complete Water Dispenser Services Districtwide and to assist with coordination, Installation, maintenance and training sessions to District staff per District's request.

Exhibit B – Assignment of Projects (AOP) As Per RFP section. All Firms submitting a response to this RFP must have the ability to meet all of the insurance requirements set forth in the District's Master Services Agreement. (See - Exhibit E "Insurance Requirements"included in this RFP). ***Firms must include a copy of their current certificate of insurance in their RFP submittal evidencing the specified minimum District required insurance requirements***.

Exhibit C – Fee Schedule and Reimbursable Expenses Respondents shall state their proposed Time and Materials fees and a table of reimbursable expenses. **Note:** Proposed hourly labor rates for all personnel to be assigned to District projects, equipment rates and reimbursable expenses should be submitted with proposal documents

1. Fee Schedule: Identify all personnel that may be, directly and indirectly, assigned to the project as well as proposed hourly 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. Proposals must list the 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.

Exhibit D – MSA Exhibit D Fingerprint and Criminal Background Check Certification is provided for information purposes, and a completed version the subject form is **NOT** a required part of the qualification's submittal.

Exhibit E - Insurance Requirements As Per RFP section IX.D. all Firms submitting a response to this RFP must have the ability to meet all of the insurance requirements set forth in the District's Master Services Agreement. (See - Attachment 1 – Exhibit E "Insurance Requirements" included in this RFP). Firms must include a copy of their current certificate of insurance in their RFP submittal evidencing the specified minimum insurance requirements.

Exhibit F / ATTACHMENT 4 - Equal Opportunity and Workmen's Compensation Complete and sign the Worker's Compensation Insurance Certification form. Respondents shall also describe the outcome of design and construction-related claims, if any, filed against the respondent's general liability or professional liability or automobile liability insurance carriers during the most recent five (5) years. Proof of Insurance for General Liability, Professional Liability, Public Liability and Auto Liability or a statement of liability shall be required from the successful respondent according to the terms of this RFP.

Exhibit G / ATTACHMENT 1A - Acceptance of Terms

Exhibit H /ATTACHMENT 2 - Respondent Questionnaire (not in page count) Each respondent must completely answer the questions in the exhibit of RFP. Note: requests information that may also be included in other sections. Please include requested information in multiple sections requested.

Exhibit I / ATTACHMENT 5 - Respondent's Certificate Regarding Workmen's Compensation Each respondent must complete and the exhibit of RFP.

Exhibit J / ATTACHMENT 6 - Business Outreach Program - LBOP Registration Form (Not in page count) Respondents are requested to submit the District's Local Business Outreach Program (LBOP) registration form. The District is using this form to monitor the participation of professional service providers in the Facilities Capital Improvement Program.

Exhibit K - Vendor Application (District Contract Forms) Vendor Application (District Forms to be submitted for account)

Exhibit L - W-9 Request Form

10. PREPARATION AND SUBMITTAL OF THE PROPOSALS

A. RFP Proposals Submittal and Deadline Proposals are ONLY being accepted electronically. An electronic version of your proposal shall be emailed to Dawn Metz (dawn.metz@sbcusd.k12.ca.us) by **Thursday, December 10, 2026 by 4:00 PM.** Late Proposals will NOT be accepted or reviewed. The subject line of the email submittal shall be labeled: Print your company name, "Response to RFP No. 26-009 for Water Dispenser Services Districtwide." It is the sole responsibility of the respondent submitting the qualification to ensure that their qualification is actually received electronically in the Facilities Planning and Development office prior to the deadline time and due date. Late submissions will not be considered. Fax, hard copy (paper) or telegraphic Proposals will NOT be accepted.

B. Proposals Completeness

- RFP Proposals shall be completed in all respects as required by the instructions herein.
- A Proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. An SOQ will be rejected if, in the opinion of the
- District, the information contained therein was intended to mislead the District in the evaluation of the SOQ.

C. District Not Responsible For Preparation Costs

- All costs incurred in the preparation, submission and/or presentation of respondents responding to the RFP including, but not limited to, the respondent's travel expenses to attend any preconferences, oral presentations, long distance charges, and negotiation sessions, shall be the sole responsibility of the respondent and will not be reimbursed by District.
- District shall not pay for any costs incurred for the SOQ or contract preparation as a result of termination of this RFP or termination of the contract resulting from this RFP.

D. Right to Use Ideas

All proposals and other RFP materials submitted become the property of the District. District reserves the right to use any ideas presented in any response to the RFP. Selection or rejection of the submitting firms shall not affect this right.

E. Modification or Withdrawal of RFP

A respondent may modify or withdraw an SOQ after submission by written request of withdrawal and re-submission, provided that the SOQ withdrawal or modification is prior to the due date deadline specified.

F. Amendments

- Respondents are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential respondents known to have received a copy of the RFP and/or by publishing the amendment on the Facilities Website: www.sbcusdfacilities.com.

G. Equal Opportunity

1. The respondent shall certify that it is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.

2. Legal residents of the United States of America shall be used in providing all services under this RFP.

3. Respondent shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, in the performance of the work including but not limited to, preparation, manufacturing, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the respondent or its agents, employees or representatives, District shall have the right to rescind and terminate the Contract.

4. The successful respondent agrees to include the paragraph above with appropriate adjustments in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

5. Complete the Equal Opportunity Certification form, attached herein as Exhibit F/Attachment No. 4, and return with the SOQ.

H. Waiver or Breach Thereof

No term or provision of this RFP shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

I. Covenant against Gratuities

The respondent warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the respondent or any agent or representative of the respondent, to any officer or employee of the District with a view toward securing the resultant contract or securing favorable treatment with respect to any determinations concerning the award of the Agreement. For breach or violation of this provision, the District shall have the right to terminate any negotiation or the resultant contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which respondent agreed to supply shall be borne and paid for by the respondent. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

J. Indemnification/Insurance

The respondent, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the District, its employees and representatives, from any liability of any nature or kind in regard to the delivery of these services. Further, the successful respondent (s) will be required to provide to the District evidence and the amount of liability Insurance currently in effect. Limits for insurance shall be as specified in Attachment 1, Exhibit E included in this RFP.

K. Conflict of Interest

The respondent is in agreement that it presently has no interest and will not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The respondent further agrees that no person having any such known interest or conveyed an interest shall be employed, directly or indirectly, in the delivery of services under this RFP.

L. Independent Contractor

The respondent represents itself as an independent contractor offering such services to the general public and shall not represent him/herself or his/her employees to be an employee of the District. Therefore, the respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses.

M. Precedence of Documents

The contract between the District and the successful respondent (s) shall consist of:

A. This Request for Proposals (RFP) and any amendments thereto,

B. The SOQ submitted by the respondent to the District in response to the RFP, and C. The respondent agreement included herein to be executed with the successful respondent(s).

In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Master Service Agreement shall govern. However, the District reserves the right to clarify any contractual relationship in writing with the concurrence of the respondent, and such written clarification shall govern in case of conflict with applicable requirements stated in the RFP or the respondent's SOQ. In all other matters not affected by the written clarification, if any, the RFP shall govern.

N. Compliance with Laws

In connection with the furnishing of services or performance of work under this RFP, the respondent agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations and executive orders to the extent that the same may be applicable.

11. EVALUATION AND AWARD

A. Proposal Evaluation:

1. A District Evaluation Committee will determine which, if any, proposals are in the District's overall best interest to accept.

2. Respondents' Fee Schedule submissions are evaluated separately from the Proposals submittal.

3. During the evaluation process, the District may request additional information, clarifications, explanations and answers from any proposing respondent.

4. The District may request any or all proposing respondents to participate in a presentation and/or interviews in regards to their qualification.

5. The invited respondents must be able to be available for the presentation and/or interviews within three (3) days of the request, unless another date has been agreed upon.

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

B. Evaluation Scoring:

The evaluation of proposals will include but not be limited to the following scoring values:

Scoring of Proposal Responses:	
a). Cover Letter/Letter of Interest	Not scored separately
b.) Table of Contents	Not scored separately
c.) Description of Firm	Pass/Fail
d.) Firm Responsibility	Pass/Fail
e.) Insurance Requirements (Exhibit E)	20 Points
f.) Firm's Personnel, Staffing & Resources	50 points
g.) Relevant Experience and References	75 points
h.) Prior Work for SBCUSD	15 points
l.) Litigation	20 points
j.) Bankruptcy	10 points
k.) Additional Information	Not Scored
Overall completeness and clarity of Proposal Submittal	30 points
Scoring for Attachments to the RFP:	
Attachment 1a – Acceptance of MSA Term (Exhibit G)	30 points
Attachment 2 – Firm Questionnaire (Exhibit H)	Scored with prior sections
Attachment 3 – Fee Schedule and Reimbursable Expenses (Exhibit C)	50 points
Attachment 4 - Equal Employment Opportunity (EEO) Certification (Exhibit F)	Pass/Fail
Attachment 5 - Worker's Compensation Insurance Certification	Pass/Fail
Attachment 6 - Business Outreach Program) (Exhibit J)	Pass/Fail
Total Possible Score	**300 points**

12. GENERAL TERMS AND CONDITIONS

A. Local Businesses 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 requires 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.

B. District Obligation

Receipt of proposals and responses to this RFP does not obligate the District in any way. The District reserves the right to accept or reject any or all proposals, to waive any irregularities or informalities in the respondent's submission or in the RFP process.

C. Award of Contract

This RFP implies no obligation to award contracts to any respondent. If it is in the best interest of the District, the District retains the sole and absolute right to select the respondent that best meets the District requirements. The award is subject to acceptance by the Governing Board of the San Bernardino City Unified School District.

D. Approval to Start Work

The successful respondent(s) may be assigned work once a Master Services Agreement has been fully executed and approved by both parties and all appropriate documentation has been received and approved by the District. The District shall not be responsible for work done, even in good faith, prior to approval of the agreement and issuance of an Assignment of Project (AOP) by the District.

E. Ownership of Documents

All proposals and materials submitted in response to this RFP shall become the property of the District and shall be considered a part of Public Records, unless exempted by law. In addition, all designs, drawings, specifications, notes and other work developed in the performance of any services resulting from this RFP shall be the sole property of District and may be used by District for any purposes without additional compensation to the selected respondents. Selected respondents agree not to assert any rights or to establish any claim under the design patent or copyright laws.

F. Joint Ventures

Where two or more respondents desire to submit a single response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single respondent and not with multiple respondents doing business as a joint venture.

G. Assignment

If a contract is issued to the successful respondent(s), the contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the District to withhold consent from proposed assignments, or subcontracts when such transfer of responsibility would operate to decrease the District's likelihood of receiving performance on the contract. The District does not normally object to the granting of assignments for financial purposes, provided that the original respondent retains all of its responsibilities and obligations under the contract. In the event of any assignment hereunder to which the District has consented, each such assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without any additional written consent of the District.

H. Respondent's Power and Authority

The respondent warrants that it has full power and authority to grant the rights herein granted and will hold the District hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, respondent declares that it will not enter into any arrangement with any third party, which might abridge any rights of the District under this contract.

I. Disputes

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute among them via agreement and thereafter by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. All parties shall share the costs of any mediation proceedings equally.

J. Fingerprinting

Per the provisions of the Education Code Section 45125.1, the District has a zero tolerance for all respondents having any contacts with students without any clearance from the State Department of Justice. All personnel assigned to any duties on active and occupied school sites shall comply with the fingerprinting clearance law prior to providing services at the school sites. See Sample Master Services for additional information on fingerprint and criminal background check certification requirements.

13. SCOPE OF WORK -

Scope of Work
The successful vendor shall be responsible for, but not limited to, the following:

A. Water Dispenser Provision and Installation

1. Quantity and Locations: Provide and install up to 100 water dispensers at SBCUSD schools and work sites. The District shall determine the final quantity and installation locations in coordination with the vendor.

2. Cold Water Dispensers (100 units):
    1. Target Users: Elementary, middle school, and high school students .
    2. Features: Units shall dispense only cold, filtered water.
    3. Design Considerations:
        a. Durable construction suitable for high-use environments.
        b. Easy to use and maintain, with large, accessible dispensing areas.
        c. Compliance with applicable accessibility requirements in the installed condition, including accessible approach, clear floor space, reach ranges, controls, and dispensing access. Any ground mats shall be secured, maintain accessibility, and remain free of trip hazards.
        d. Provide tamper resistant controls

e. Leak detection and automatic water shutoff appropriate to the equipment and approved installation.
f. Quiet operation.

3. Delivery and Staging: The vendor shall coordinate with District staff to deliver all water dispensers and associated equipment to the SBCUSD Warehouse at 871 North J Street, San Bernardino, CA 92411, and subsequently transport them to the designated installation sites. The vendor shall be responsible for unloading, handling, secure staging, and transportation and shall retain responsibility for loss or damage until the District provides written acceptance at each installation site. Receipt at the SBCUSD Warehouse shall not constitute District acceptance or authorize the commencement of billing.

4. Professional Installation: Installation pricing shall include delivery, assembly, approved anchorage, commissioning, and connection of all water dispensers to existing onsite water supplies, electrical outlets, and drainage systems. All work shall comply with manufacturer specifications, applicable local, state, and federal codes and regulations, and industry best practices.

   The vendor shall identify in its quotation the connection distances, fittings, and shutoff valves included in the installation price; applicable drainage and backflow prevention requirements; required electrical characteristics; and any exclusions or additional charges. The vendor shall use properly licensed personnel and obtain all permits assigned to the vendor under this RFP.

5. Site Survey: Before installation, the vendor shall survey each proposed installation location and document existing utility capacity, drainage, accessibility, anchorage requirements, shutoff valve locations, and any required improvements. The vendor shall recommend any necessary infrastructure modifications to the District. The District shall determine whether such modifications will be performed by SBCUSD personnel or a District-approved contractor.

B. Water Filtering and Purification Methods:

All water dispensers shall incorporate filtration systems independently certified by a third-party certification organization, such as NSF International, IAPMO R&T, UL, or the Water Quality Association (WQA), to the applicable standards for the specific contaminant reduction claims required by this solicitation. The vendor shall provide documentation verifying that certification covers the exact proposed filtration system model and configuration, including the replacement cartridges specified for use with that system.

The proposal shall describe the filtration and any additional purification technologies proposed for each dispenser model and include technical specifications, supporting certifications, and certified contaminant reduction capabilities. Examples include:

1. Activated Carbon Filtration:
   a. Mechanism: Uses activated carbon to adsorb certain contaminants from water.
   b. Potential Benefits: Can reduce chlorine and improve taste and odor. Depending on the filter design and certified performance, may also reduce chloramines, certain volatile organic compounds (VOCs), pesticides, herbicides, and specific pharmaceutical compounds. All claimed reductions shall be supported by certification for the exact proposed model and configuration.

c. Relevant NSF/ANSI Standards: NSF/ANSI 42 for specified aesthetic effects; NSF/ANSI 53 for specified health-related contaminant reduction claims; and NSF/ANSI 401, where applicable, for specified emerging compounds and incidental contaminants. Listing these standards does not require certification to all three unless expressly stated elsewhere in this solicitation.

2. Reverse Osmosis (RO):
    a. Mechanism: Uses pressure to force water through a semipermeable membrane, reducing dissolved solids and certain contaminants.
    b. Potential Benefits: Reduces total dissolved solids (TDS). Depending on the system design and certified performance, may also reduce specific contaminants such as lead, arsenic, nitrate/nitrite, and fluoride. All claimed reductions shall be supported by certification for the exact proposed model and configuration.
    c. Relevant NSF/ANSI Standard: NSF/ANSI 58 (Reverse Osmosis Drinking Water Treatment Systems). Certification shall include the specific contaminant reduction claims required by this solicitation; certification to NSF/ANSI 58 alone does not establish reduction of every contaminant addressed by the standard.

3. UV (Ultraviolet) Disinfection:
    a. Mechanism: Uses ultraviolet light to inactivate microorganisms. Treatment effectiveness depends on the system's certified classification and operating conditions.
    b. Potential Benefits: Provides microbial treatment appropriate to the system's certified capabilities. All claimed treatment capabilities shall be supported by certification for the exact proposed model and configuration.
    c. Relevant NSF Standard: NSF/ANSI 55 (Ultraviolet Microbiological Water Treatment Systems - Class A for disinfection of contaminated water, Class B for supplemental bactericidal treatment).

4. Ultrafiltration (UF):
    a. Mechanism: Uses pressure to pass water through a membrane that separates suspended particles and certain microorganisms based on size.
    b. Potential Benefits: Can reduce suspended solids, colloids, bacteria, and protozoan cysts while generally retaining dissolved minerals. Virus reduction depends on the membrane and the system's certified performance. UF may be used as pretreatment for reverse osmosis or as a separate filtration stage, subject to source-water conditions and manufacturer specifications. All claimed contaminant reduction capabilities shall be supported by certification for the exact proposed model and configuration.

5. Ion Exchange (for specific contaminants):
    a. Mechanism: Uses specialized resins to exchange selected dissolved ions in water for other ions.
    b. Potential Benefits: Cation exchange can reduce hardness caused by calcium and magnesium. Appropriately designed anion exchange systems can reduce specific contaminants, such as nitrate or pentavalent arsenic [arsenic(V)], depending on resin selection and source-water conditions. All claimed reductions shall be supported by certification for the exact proposed model and configuration.

c. Relevant NSF/ANSI Standard: NSF/ANSI 44 (Residential Cation Exchange Water Softeners) applies to hardness reduction. Systems proposed for other contaminant reduction purposes shall have certification to the applicable standard for each specified claim.

6. Specialized Media Filters:
    a. Mechanism: Use treatment media selected to target specific contaminants. For example, activated alumina may be used to reduce fluoride or arsenic, depending on system design and source-water conditions.
    b. Potential Benefits: Provide targeted reduction of contaminants identified by the District. Performance depends on the media, operating conditions, and system configuration. All claimed reductions shall be supported by certification for the exact proposed model and configuration.
    c. Relevant NSF/ANSI Standards: Applicable standards may include NSF/ANSI 42 for specified aesthetic effects, NSF/ANSI 53 for specified health-related contaminant reduction claims, or NSF/ANSI 401 for specified emerging compounds and incidental contaminants. Certification shall cover the specific claims required by this solicitation.

7. Alkaline Remineralization (optional, but desirable):
    a. Mechanism: Adds minerals, such as calcium or magnesium, to water following reverse osmosis or other treatment that reduces dissolved mineral content. Depending on the media and source-water conditions, this process may also increase pH and alkalinity.
    b. Potential Benefits: May improve taste and help stabilize the pH and alkalinity of treated water. The vendor shall identify the minerals added, the anticipated effects on water chemistry, and applicable maintenance requirements.

C. Ongoing Maintenance and Support:

The cost of all maintenance, preventative and corrective maintenance, sanitation, filters, consumables, labor, parts, travel, emergency calls, testing, and temporary replacements shall be itemized, and included in the lease payments.

1. Preventive Maintenance:
    a. SBCUSD requires a turnkey solution. The vendor will install, service, repair, or replace the units. SBCUSD's involvement is limited to reporting malfunctions to the vendor, and in the case of water leaks, making its best effort to stop leaks on an emergency basis, then reporting the leak to the vendor. The vendor must include in its proposal a comprehensive preventive maintenance schedule for all installed dispensers, including regular cleaning and other servicing. The vendor will specify replacement intervals for the filters and other wear items and explain how it will monitor the dispensers for proper operation. SBCUSD understands that service intervals may vary based on usage frequency.
    b. The vendor will provide maintenance reports to SBCUSD detailing the work it performed, filter changes, and any issues that SBCUSD should be aware of.
2. Emergency Repair Services:
    a. The vendor understands that students, staff, and faculty are not to be without water. Therefore, the vendor will provide prompt emergency repair services and substitutions for malfunctioning dispensers.
    b. The vendor must specify guaranteed response times for service calls (e.g., within 24-48 hours).
    c. Include provisions for temporary replacement units if repairs are extensive or require off-site work.

3. Water Quality Testing:
    a. Conduct periodic water quality testing on dispensed water to verify the effectiveness of filtration systems and ensure compliance with all applicable standards.
    b. Vendor must define testing frequency and parameters in its proposal (e.g., quarterly or semi-annually, testing for common contaminants like chlorine, lead, bacteria, TDS, etc.).
    c. Provide certified laboratory reports of all water quality tests to SBCUSD.
4. Consumables Supply: Manage and supply all necessary consumables and any other components required for operation.
5. Inventory Management: Maintain an inventory of spare parts and replacement units to minimize downtime.
6. Customer Support: Provide a dedicated point of contact for the District for all service and support inquiries.
7. Reporting: Provide regular reports on dispenser performance, maintenance activities, and water quality test results.

D. Training:

1. Provide training to designated District staff on basic operation, troubleshooting, and minor maintenance of the water dispensers.

E. Removal and Disposal:

1. Upon termination of the contract, safely remove all installed water dispensers and associated equipment. Cap water and drainage lines and return them and any property modifications reasonably close to their original state.
2. Properly dispose of or recycle all removed equipment and spent filters in an environmentally responsible manner, adhering to all local, state, and federal regulations.

ATTACHMENT 1 – Sample Master Services Agreement

SAMPLE COPY ONLY
FOR INFORMATIONAL PURPOSES ONLY

MASTER SERVICE AGREEMENT

BETWEEN

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

AND

[ENTER NAME OF CONSULTANT]

FOR

WATER DISPENSER SERVICES DISTRICTWIDE

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

MASTER SERVICE AGREEMENT FOR WATER DISPENSER SERVICES DISTRICTWIDE

This MASTER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this **XXXX** day of [**Month**], XXXX, 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 **[NAME OF CONSULTANT]** (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 WATER DISPENSER SERVICES DISTRICTWIDE

Said services may be required at new school site(s) or other sites and projects at new or existing educational, administrative and other sites whether owned, leased or controlled by the DISTRICT.

2.2 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** 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 there under. 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.

2.3 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.

2.4 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 FOR QA/QC 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" (RFP Attachment 3) - Schedule of Fees** (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 Project Budget or per sheet rate, as set forth in **Exhibit "C" – Proposed Fee Structures**. 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 **[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, 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^{th}) working day of the month, a detailed invoice for the preceding. 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 CONSULTANTS 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 sub consultant to the terms of this Agreement as far as such terms are applicable to sub consultants 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 sub consultants 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 sub consultants 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 sub consultants shall have sufficient skill and experience to perform the services assigned to them and that the CONSULTANT, its employees and subcontractors or sub consultants 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 E.

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 not 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 of 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:

- Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b);
- Affirmative Action Program for Equal Employment Opportunity Policy (No. 4136);
- Nondiscriminatory Harassment Policy (No. 4136.1a-c); and
- Drug-Free Workplace Policy (N0. 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 "D").

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:

1. Titles VI and VII of the Civil Rights Act of 1964;
    - Title IX of the Education Amendments of 1972;
    - Section 504 of the Rehabilitation Act of 1973;
    - The Age Discrimination Act of 1975;
    - The Fair Employment and Housing Act; and
    - 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 Planning and Development
San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, California 92411
ATTN: Dawn Metz, Contract Coordinator
Email: dawn.metz@sbcusd.k12.ca.us

To CONSULTANT:

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

Mr. Thomas Pace, Director
Facilities Planning and Development
San Bernardino City Unified School District
956 W. 9th Street
San Bernardino, California 92411

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

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT	***CONSULTANT***
_____	_____
Signature	*Signature*
LAURA CARDENAS	_____
Name	*Name*
Director, Purchasing Department	_____
Title	*Title*
_____	_____
Date	*Date*

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES, as issued by the DISTRICT in **RFP NO. 26-009 - Water Dispenser Services Districtwide**, attached to this original Master Service Agreement hereto.

EXHIBIT B

ASSIGNMENT OF PROJECT (AOP)

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

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

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.:			
PWC 100 Form (DIR)	Project #			Date:	

MASTER CONTRACT BETWEEN:	
DISTRICT	**VENDOR/CONSULTANT**
San Bernardino City Unified School District 956 West 9th Street San Bernardino, CA 92411 (909) 388-6100	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
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT	Vendor:
(Signature) *(Date)*	*(Signature)* *(Date)*
Debra Love Director,Purchasing Department	Name: Title:

FOR DISTRICT USE ONLY:					
PROJECT MANAGER:		PREPARED BY:		OPSC NO.:	

☐ STANDARD PO
☐ BLANKET PO
☐ EXISTING PO

AMOUNT: _____

BUDGET NUMBER BEING CHARGED:

FUND	RESOURCE	YEAR	GOAL	FUNCTION	OBJECT	SCHOOL	MGMT

PM APPROVAL **DATE**

REQUISITION NO. :		PURCHASE NO. :	

Revised: 05/07/08 (nl)

EXHIBIT C
(ATTACHMENT 3 TO RFP)

FEE SCHEDULE AND REIMBURSABLES EXPENSES

FEE SCHEDULE AND REIMBURSABLES EXPENSES, as submitted by CONSULTANT in response to the **RFP No. 26-009 - WATER DISPENSER SERVICES DISTRICTWIDE, ATTACHMENT**, to be attached as EXHIBIT C to this original Master Service Agreement hereto.

EXHIBIT D

FINGERPRINT AND BACKGROUND CHECK CERTIFICATION

Hard copy of FINGERPRINT BACKGROUND CHECK CERTIFICATION, attached to this original Master Service Agreement hereto.

Note: For additional information please see the State of California Department of Justice Office of the Attorney General website page for background checks:
http://oag.ca.gov/fingerprints/applicants

Exhibit D - Fingerprint and Criminal Background Check Certification

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions (check all that apply):

☒ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☐ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:
Name: _____ **Title:** _____

☐ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

Exhibit E

INSURANCE REQUIREMENTS

Insurance Requirements, as issued by the DISTRICT in **RFP NO. 26-009 WATER DISPENSER SERVICES DISTRICTWIDE** , attached as EXHIBIT E to this original Master Service Agreement hereto.

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 $2,000,000 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 claim / $2,000,000 Aggregate, Errors and Omissions Insurance or Professional Liability (5 year discovery and reporting tail period coverage). 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 each incident; $2,000,000 policy limit 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 SELF INSURED

In any instance in which successful proposer choose to self-insure the amount of the retained limit or the underlying policy limits, the assured, as self-insurer, has the same duties and obligations as above. The self-insured entity represents that it currently holds coverage in the amounts as required herein. Any deductibles or self-insured retentions must be declared to and approved by the District. District shall guarantee that, at the option of the District, either: (1) the self-insurer shall eliminate such deductibles or self- insured retentions in respects to the District, its Buyers, officers, employees, agents and volunteers; or (2) the self-insurer shall procure a bond guaranteeing payment of losses and related investigation costs, claims, administrative and defense expenses.

1.9 INSURANCE TERMS AND CONDITIONS

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

XIV. 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.

XV. Waiver of Subrogation. Insurance policies shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by Consultant's insurance. Insurance policies shall contain provisions requiring the insurance carriers to waive their rights of subrogation against District, all additional insureds, and other insurance carriers for the Work. These waivers of subrogation rights shall extend to the officers, directors, employees licensors, and agents of the party. Program Manager shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds.

XVI. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

XVII. Certificates of Insurance shall include the following statement: "Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof."

XVIII. Consultant's insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Program Manager shall be called upon to contribute to a loss covered by insurance for the named insured.

XIX. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its employees or consultants may be held responsible for payment of damages resulting from their operations.

XX. If Consultant fails to maintain any required insurance, District may obtain such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

XXI. CERTIFICATE HOLDER shall read as: Facilities Department, San Bernardino City Unified School District, 956 West 9th Street F Street, San Bernardino, CA 92411.

XXII. All insurances shall be with a California Admitted insurer, with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State of California.

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 F
(ATTACHMENT 4 TO RFP)

EQUAL OPPORTUNITY CERTIFICATION

EQUAL OPPORTUNITY CERTIFICATION

To: San Bernardino City Unified School District
956 W. 9th 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_____

EXHIBIT G
(ATTACHMENT 1A TO RFP)

Acceptance of Terms

(Completed form to be returned with Qualifications submittal)

CHECK ONLY ONE:

☐ I have read and understand the terms of the Sample Master Services Agreement as included in SBCUSD RFP No. RFP No. 26-009 for WATER DISPENSER SERVICES DISTRICTWIDE at the San Bernardino City Unified School District. The terms and conditions of the Sample Master Services Agreement are accepted as it is written and no changes are requested.

☐I have read and understand the terms of the Sample Master Services Agreement as included in SBCUSD RFP No. 26-009 for WATER DISPENSER SERVICES DISTRICTWIDE at the San Bernardino City Unified School District, however the following modifications are requested at this time:

_____

Proposing Firm/Entity Name

_____

Authorized Signature

_____

Signatory Name

_____

Title

EXHIBIT H
(ATTACHMENT 2 TO RFP)
Respondent Questionnaire

The respondent shall furnish all the following information accurately and completely for the Respondent and each of the proposed staff. Failure to comply with this requirement may cause rejection of the respondent's qualifications. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the respondent and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal and proposal materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications, additional information, an interview or presentation at any time regarding this questionnaire.

SECTION A – GENERAL INFORMATION

(1) Respondent name, address and contact information:

_____

_____

_____

_____

(2) Telephone: _____ Facsimile: _____

Email:_____

(3) Type of respondent: (check one)
Individual Partnership Corporation State:

(4) Names and titles of all principals/officers of the respondent:
Name Title Phone Number

_____

_____

(5) Please list any applicable certifications and licenses and their associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number?

a. If yes, give the respondent name, address and certification or license number.
Name: _____
Address _____
License No. (if any) _____

(7) How many years has respondent been in business under its present business name?

(8) How many years of experience does the respondent have providing similar services?

(9) For how many public agencies have respondents provided similar services?

(10) Please list the public agencies, including any school districts that respondent has provided similar services for:

(11) Please attach a short history of the respondent including whether it is local, national, or international as well as the approximate number of employees. Also provide the number of offices and locations.

(12) Describe how respondent has successfully provided Water Dispenser Services Districtwide

(13) Describe the unique or innovative programming approaches utilized on previous projects.

SECTION B – LEGAL

(15) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years?

(a) If yes, provide the name of the public agency and briefly detail the dispute:

(16) Have you ever had a service agreement terminated for convenience or cause in the prior five (5) years?

(a) If yes, provide details including the name of the other party:

(17) Is respondent, owners, and/or any principal or manager involved in or is respondent aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

(a) If yes, provide details

(18) Is respondent, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____

(a) If yes, provide details:

(19) Does the respondent maintain errors and omissions coverage? _____

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(20) Will respondents comply with all District, local, State and Federal legal requirements, regulations and laws? _____

SECTION C – ADDITIONAL INFORMATION

(21) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

SECTION D - REFERENCES

(22) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in:

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing **Respondent Questionnaire pages one (1) through four (4)** is true and correct.

Executed this _____ day of _____, 2026 at _____(City)_____, State of _____ (State)_____.

Company Name _____

Signature _____

Title _____

Print Name _____

EXHIBIT I
(ATTACHMENT 5 TO RFP)

RESPONDENTS 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 7, 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.)

EXHIBIT J
(ATTACHMENT 6 TO RFP)

Local Business Outreach Program(LBOP) via OpenGOV

Project Name: Local Business Outreach Program (LBOP) Roster - OPEN ENROLLMENT

Use Link:
https://procurement.opengov.com/portal/sbcusd/projects/127789

EXHIBIT K

VENDOR APPLICATION (DISTRICT CONTRACT FORMS)

VENDOR APPLICATION

When completed email: dawn.metz@sbcusd.k12.ca.us and mail to:
San Bernardino City Unified School District
Facilities Planning and Development
956 West 9th Street, San Bernardino, CA 92411
(909) 388.6100

Business Name:_____

*Business License Number: _____ Expiration Date: _____

Representative's Name: _____ Title: _____

Business Address: _____

Number of years in business: _____ Email address: _____

Business Telephone Number: _____ Fax Number: _____

Products or Services Provided: _____

Comments: _____

List of references where your company provided products/services: (Preferably other school districts)

Other Schools or Business Name/Address	Contact	Phone	Dates of Service	Products/Service
1.				
2.				
3.				

"By signing below, I certify under penalty of perjury that the information provided is true and correct to the best of my knowledge. I understand it is the vendor's responsibility to update the above information as needed. I further agree that as a vendor of the District this company will conform to all Federal, State, County and City laws, ordinances, codes and regulations covering the products, work or services provided, including but not limited to, obtaining a *San Bernardino City business license as required by the San Bernardino City Clerk's Office. I understand that it is the vendor's total responsibility to determine specific details of such requirements and warrant that all work performed, or provided, totally conforms to such legal requirements. I understand the submission of this application does not guarantee that this company will be used as a vendor for the District or requested to quote on any or all requirements. I understand the District reserves the right to use, any, or all vendors for the submission of quotes. Formal bids are advertised in The Sun newspaper's legal ads."

Authorized Vendor Representative Signature: _____ **Date:** _____

Name: _____ **Title:** _____

EXHIBIT L

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

https://www.irs.gov/forms-pubs/about-form-w-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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