



Murrieta Valley Unified School District

Request for Qualifications Division of State Architect (DSA) Inspector Services

OVERVIEW AND SUBMISSION GUIDELINES

The Murrieta Valley Unified School District (“District”) is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide the following services for the new construction, expansion, modernization, and/or renovation of multiple projects (“Project” or “Projects”) at various District sites.

The respondents to this Request for Qualifications (“RFQ”) may be selected to be on a prequalified pool of firms providing DSA Inspector Services or to generate a short list of prequalified firms providing DSA Inspector Services.

Respondents to this Request for Qualifications should mail or deliver two (2) bound copies of your Statement of Qualifications (“SOQ”) and provide 1 digital copy, as further described herein, to:

**Lori Noorigian, Director, Facilities
Murrieta Valley Unified School District
41870 McAlby Court
Murrieta, CA 92562**

ALL RESPONSES ARE DUE BY 4:00 P.M., on Tuesday, October 11, 2022 at 4:00PM

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED.

LATE SUBMITTALS WILL NOT BE ACCEPTED OR CONSIDERED.

Questions must be submitted in writing to Lori Noorigian, lnoorigian@murrieta.k12.ca.us, on or before Tuesday, October 4, 2022 by 4:00 P.M.

Answers will be posted on the District website by 4:00 p.m. on Friday, October 7, 2022.

Link to Website: <https://www.murrieta.k12.ca.us/Page/32053>

Each SOQ must conform and be responsive to the requirements set forth in this RFQ.

The District reserves the right to waive any informalities or irregularities in received Submittals. Further, the District reserves the right to reject any and all SOQs and to negotiate contract terms with one or more respondent firms for one or more of the work items.

I. INTRODUCTION

The Murrieta Valley Unified School District is located in Murrieta, California on the southwestern edge of Riverside County. The District has approximately 22,000 students, across 22 schools: eleven grade K-5 elementary schools, four grade 6-8 middle schools, three comprehensive high schools, one alternative education school, and one early childhood education center.

A complete response is required in order to be considered. Individuals or firms are required to comply with the California Labor Code prevailing wage requirements and the District's insurance requirements. The District reserves the right to reject any and all submissions and seek additional responses if the number or quality of responses does not meet the stated criteria.

Any entity retained as a result of this RFQ and/or subsequent Request for Proposals shall be required to work in conjunction with all other technical consultants, the architect, and any program and/or construction manager ("Construction Manager"), if any, retained by the District for the Project, as well as other entities retained by the District pursuant to this RFQ and/or subsequent Request for Proposals.

II. LIMITATIONS AND DISTRICT RIGHT TO REJECT

This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to select any firm and the District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever.

The District shall not be liable for any costs incurred in preparing and submitting responses to this RFQ. In no event will the District reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFQ.

The District, in its sole discretion, reserves the right to:

- Accept or reject any and all submittals, or any portion or combination thereof;
- Choose any combination of proposals;
- Interview any, all, or none of the respondents;
- Negotiate with any respondent;
- Contract with any entity responding to this RFQ in whatever manner the District decides;
- Extend the deadline to submit a proposal;
- Amend or cancel in part or in its entirety this RFQ;
- Abandon the RFQ entirely;
- Make a selection on the basis of the total submittal; and/or
- Waive any informality or non-substantive irregularity, as the interests of the District may require.

The firm's SOQ, and any other supporting materials submitted to the District in response to this RFQ will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

Furthermore, District reserves the right to add additional firms for consideration after receipt of this RFQ if it is found to be in the best interest of the District. All decisions concerning firm selection will be made in the best interests of the District.

III. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ and ending on the date the short list is generated, no person, or entity responding to this RFQ, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board ("Board"), selection committee members, any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein in Section XI (Submittal format for statement of qualifications) below. Any such contact shall be grounds for the disqualification of the firm submitting a SOQ.

IV. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit SOQs in response to this RFQ and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

V. POOL OF QUALIFIED APPLICATIONS AND RECERTIFICATION

The District will maintain a pool of qualified applicants for each of the services sought in this RFQ. Requests for recertification may be sent every two (2) years. Firms who do not reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the District. Additional firms may be added to the pool, at the District's sole discretion, as the District determines the need for additional services.

VI. SCOPE OF SERVICES

Each response shall contain sufficient detail to show that the individual or firm has the ability, experience, and in the case of a firm, staff to accomplish the necessary inspection, including at a minimum the following:

- Specific project inspector duties as detailed in the most current version of the California Building Code and the Division of the State Architect Interpretation of Regulations Document IR A-8.
- Provide all necessary DSA reporting, inspector approval forms (DSA 5), interim and final verified reports (DSA 6-PI), project inspector notifications (DSA 151), project inspection card approvals (DSA 152), and all additional required project and close-out documentation for each DSA application number in accordance with DSA Procedure for Construction Oversight Process (PR 13-01).
- Pre-construction plan reviews.

- Attend the Pre-Construction Meetings(s) with the contractor, architect, all contractors and subcontractors and explain the inspection requirements, coordination procedures, and notification requirements in the meeting.
- Coordinate with the DSA field representative, Owner’s representative, contractor architects & engineers of record, and special inspection testing staff.
- Review submittals and shop drawings to ensure materials delivered to site are correct prior to installation.
- Provide continuous inspections to ensure that layout and installation is being performed in accordance to approved submittals, shop drawings, plans, and specifications as work is being performed.
- Develop procedures to ensure timely inspections to not impede contractor’s progress.
- Provide all reports in a timely manner.
- Provide daily reports for all inspection and construction related activities.
- Attend weekly job site construction meetings and additional meetings as requested when specific needs may arise.
- Assist in reviewing monthly progress payments and contractor as-builts.
- Provide corrective work notices and perform punch listing activities.

VII. MINIMUM REQUIREMENTS

Selected firm(s) must be able to execute the District’s Professional Service Agreement. (A Copy of the District’s Professional Service Agreement is attached to this RFQ as Exhibit “A.”)

A. Indemnity. Firms responding to this RFQ must acknowledge that they have reviewed these provisions of the agreement and must agree to the indemnity provisions and professional liability insurance provisions contained in the District’s standard agreement and confirm in writing that, if given the opportunity to contract with the District, the firm has no substantive objections to the use of the District’s standard agreement.

B. Insurance: Reference Professional Service Agreement (PSA) Exhibit A for Insurance Requirements.

Consultant shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified, and coverage amounts shall not be reduced without thirty (30) days written notice to District prior to modification and/or cancellation. Except for workers’ compensation and professional liability insurance, District shall be named as an additional insured on all policies. Consultant’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Consultant shall not allow any employee or agent to commence work on any contract or any subcontract until the insurance required of the Consultant, employee, or agent has been obtained.

VIII. RELATIONSHIP TO GOVERNMENTAL AGENCIES

Depending upon the scope of work, respondent may be required to assist the District in working with various governmental agencies, including but not limited to, the following as applicable: City, Town or County Planning Commissions and Departments, the Department of Toxic

Substance Control (“DTSC”), any and all regional water quality control board(s), the regional air quality control district, the State Department of Education, State and local fire marshals, CalTrans, and the California Department of Fish & Game.

IX. CONFLICT OF INTEREST

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the District.

X. ASSIGNMENT

Any contract resulting from this RFQ and any amendments or supplements thereto shall not be assignable by the successful consultant either voluntarily or by operation of law without the written approval of the District.

XI. SUBMITTAL FORMAT FOR STATEMENT OF QUALIFICATIONS

Firms responding to this RFQ must follow the format below. Material must be in 8-1/2 x 11 inch format. Each SOQ shall include a Front Cover stating the following: “Statement of Qualifications for [FIRM NAME] for [SCOPE OF SERVICES FOR WHICH SOQ IS BEING SUBMITTED] Services in Response to Murrieta Valley Unified School District’s RFQ DSA Inspection Services.

Submittals are to be submitted in sealed packages with the name of the responding firm clearly marked on the outside of each package.

Submittals shall include a table of contents and divider tabs labeled with the boldface headers below (e.g. the first tab would be entitled “**Cover Letter**”, the second tab entitled “**Relevant Qualifications**”, etc.).

Provide two (2) bound copies and 1 digital copy.

Please provide the following information in the order given below. Responses to the RFQ will be carefully evaluated for completeness and assigned evaluation points based on the information provided with a maximum score of 100 points for the following categories. **Submitters require a minimum score of 80 to be considered for the short list.**

A. TAB 1 – COVER LETTER (maximum of 1 page) – 5 POINTS MAXIMUM

- A letter of introduction signed by an authorized officer of the firm. If the firm is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture.
- Firm name
- Address, include any branch office address and point of contact
- Telephone number
- Facsimile number
- E-Mail address

- Identify team if applicable
- Include a brief description of why your firm is well suited for, and can meet, the District's needs.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process
- Summarize qualifications most relevant to this Project
- **Must include the following statement:**

[INSERT FIRM'S NAME] received a copy of the District's Professional Service Agreement ("Agreement") attached as Exhibit "A" to the RFQ. [INSERT FIRM'S NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM'S NAME] has no objections to the use of the Agreement."

- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

B. TAB 2 – PROJECT APPROACH AND RELEVANT QUALIFICATIONS – 20 POINTS MAXIMUM

Respondent must state its qualifications for the anticipated scope of work and its experience with projects of comparable size and complexity.

- Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule.
- Demonstrate your firm's flexibility in adapting to the changing needs and priorities of a K-12 school district while maintaining the DSA requirements.
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines and provide examples demonstrating effective use of stated methods and approaches.

C. TAB 3 – FIRM INFORMATION – 5 POINTS MAXIMUM

Respondent must provide the following for itself and for any and all other firms with which it will joint venture or associate on this Project:

- Company name
- Address
- Telephone
- Fax
- Website
- Name and email of main contact

- Federal Tax I.D. Number
- DSA Classification
- Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- Certificate(s) of Insurance identifying the firm's current insurance coverages.
- Number of professional employees and support staff (licensed professionals, technical support).
- Location of nearest branch office where the bulk of services solicited will be performed and number of professional employees located there.
- A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- Any State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status.
- How sub-consultants are generally used by your firm and to what extent work is performed in-house versus by a sub-consultant (if applicable)
- How sub-consultants will be utilized on the Program and/or project(s) within the Program and to what extent work will be performed in-house (if applicable)
- Provide similar information for proposed sub-consultants (if applicable)

D. TAB 4 – LITIGATION AND CLAIMS HISTORY – 5 POINTS MAXIMUM

- Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and the outcome, if any.
- Provide a comprehensive five (5) year summary of any claims (whether or not pursued through litigation) in which your firm has been involved. Provide details as to the parties involved, the scope and nature of the claim, the status of the claim, and the outcome of the claim, if any.

A SOQ failing to provide this requested information on claims, lawsuits, and/or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

E. TAB 5 – RELEVANT PROJECT EXPERIENCE AND REFERENCES – 25 POINTS MAXIMUM

Respondent shall provide any experience applicable to California public school projects, including school modernization and expansion projects in the past ten (5) years and related references. Respondent shall provide a minimum of five (5) relevant projects with references from past clients. References may be contacted to attest to the respondent's ability to perform the described services.

- Provide list of a minimum of five (5) K-12 and community college projects completed in the past five (5) years. For each listed K-12 and community college project, include the following:
 - Briefly explain how you believe the particular project is relevant to the District's needs.
 - Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
 - Provide a list of the following for each project:
 - Project name, type, program, description, and location
 - Project cost
 - Square footage
 - Main program elements
 - Description of services provided by your firm
 - Key individuals of the firm involved and their roles in the project
 - Any sub-consultants that worked with the firm
 - References: Owner/District name with name, title, current address, telephone number, and email address of contact person.

F. TAB 6 – PROJECT TEAM SUMMARY – 25 POINTS MAXIMUM

The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the applicable services as described herein.

- Identify and provide resumes for key personnel and/or team members, including sub-consultants, and the roles to which they will be assigned. List dates of employment by your firm whether employed as an employee, independent contractor, sub-consultant, or otherwise, and office addresses for each of the identified personnel. Resumes shall include specific qualifications and recent related experience and shall include a list of references with contact names and phone numbers.
- For each of the identified personnel, state qualifications relevant to the services for which the SOQ is being submitted and the scope of the project, including responsibilities, titles, licenses, certifications, and clearly identify experience in school projects.
- Indicate which person will be the District's single point of contact for the Project.

- If any work is to be provided by sub-consultants include a statement as to how this shall be organized, including identified roles and qualifications of sub-consultants, if any. Note: firm(s) selected for inclusion in the District's pool of applicable consultants will be required to demonstrate long term relationships with any sub-consultants and submit resumes and recent project experience where the sub-consultant is utilized as part of any response to any subsequent Request for Qualifications for the Project(s).
- Each SOQ must include evidence that the firm is legally permitted and properly licensed for the scope of work for which the SOQ is submitted and to conduct business in the State of California.
- The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

G. TAB 7 – FEES – 10 POINTS MAXIMUM

- Provide a fee schedule for the services for which the SOQ is being submitted.
- Provide a detailed list of hourly rates for each staff category, including overtime rates.
- Include within the fee proposal the identification of proposed reimbursables by category (i.e. offices, computers and peripherals, printers, fax machines, photocopy equipment,, other as identified by proposing entity). Travel and related expenses shall be reimbursed in accordance with the federal government Joint Travel Regulation. All reimbursables will require receipts to be provided to the District.

H. TAB 8 – APPENDICES – 5 POINTS MAXIMUM

- Conflict of Interest Certification

XII. SELECTION CRITERIA

A Selection Committee will evaluate all submissions. Each SOQ must be complete. Incomplete SOQs will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a firm is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District's Selection Committee will choose the most highly qualified firms with a scoring matrix and retains the option to interview at their discretion. Submitters will be required to have a minimum of 80 points assigned to be potentially selected to be part of the District's pool. At the District's discretion, the selected firms may be requested to provide a Request for Proposal, at which time they will develop a detailed scope of services, proposed fee schedule, and possibly participate in a further interview process. The Selection Committee will identify the firm(s)/team(s) that can provide the greatest overall benefit to the District for the specified Project.

The selection committee will evaluate each SOQ based on the following information:

- A. COVER LETTER (maximum of 1 page) – 5 POINTS MAXIMUM**
- B. PROJECT APPROACH AND RELEVANT QUALIFICATIONS – 20 POINTS MAXIMUM**
- C. FIRM INFORMATION – 5 POINTS MAXIMUM**
- D. LITIGATION AND CLAIMS HISTORY – 5 POINTS MAXIMUM**
- E. RELEVANT PROJECT EXPERIENCE AND REFERENCES – 25 POINTS MAXIMUM**
- F. PROJECT TEAM SUMMARY – 25 POINTS MAXIMUM**
- G. FEES – 10 POINTS MAXIMUM**
- H. APPENDICES – 5 POINTS MAXIMUM**

SOQs must receive a minimum of 80 points out of 100 to be considered for the shortlist.

A. DISTRICT INVESTIGATIONS

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request a firm to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

XIII. RFQ RESPONSE SCHEDULE SUMMARY:

The District reserves the right to change the dates on the schedule.

DATE	EVENT	TIME DEADLINE
9/19/2022	Release of RFQ	N/A
10/4/2022	Requests for Information (RFI) Deadline	4:00 p.m.
10/7/2022	RFI Answers and Addenda Issued By	4:00 p.m.
10/11/2022	Deadline for all submissions	4:00 p.m.

THANK YOU FOR YOUR INTEREST

EXHIBIT A

Murrieta Valley Unified School District
PROFESSIONAL SERVICE AGREEMENT



This Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____ by and between Murrieta Valley Unified School District (hereinafter referred to as "District") and _____ ("VENDOR/CONTRACTOR/CONSULTANT" hereinafter referred to as "VENDOR"). The District and VENDOR shall be collectively referred to as the "PARTIES" throughout this AGREEMENT.

CONTACT INFORMATION

Vendor: _____ Telephone Number: _____
Contact Name: _____ Fax Number: _____
Street Address: _____ E-mail Address: _____
City, State, Zip Code: _____ Contractor License Number (if applicable): _____
Tax Identification or Social Security Number: _____ Business License Number (if applicable): _____

WHEREAS, the DISTRICT requires specialized services and/or advice in connection with certain financial, economic, accounting, engineering, administrative, facility repair, reconstruction or rehabilitation, entertainment, recreational, temporary staffing, amusement matters, or other specialized services where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies; and

WHEREAS, VENDOR is specially experienced and competent to provide to the District, certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, VENDOR has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
SCOPE AND SERVICES TO BE PROVIDED BY VENDOR

1. **Description of Work:** VENDOR shall provide to the DISTRICT on the terms herein set forth all labor and materials to complete the following services and/or services described on related Purchase Order:

Description of Services

(Hereinafter called the "PROJECT") upon the following described property:

(Insert Legal Description and/or Street Address If Known)

VENDOR shall provide all services and furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the PROJECT as further described in this AGREEMENT and VENDOR'S Scope of Work/ Proposal, attached as Exhibit "A". The incorporation of Exhibit "A" as part of this AGREEMENT is limited to the scope of work and all other terms and conditions are not incorporated or made a part of herein. Any conflicts, discrepancies or other ambiguities between this AGREEMENT and Exhibit "A" shall be governed by and interpreted in favor of this AGREEMENT.

EXHIBIT(S):

Exhibit Name	Exhibit Date

2. **Term:** This AGREEMENT shall be binding upon the PARTIES and will govern all services performed by VENDOR, for the DISTRICT, from the date this AGREEMENT is executed until _____, 20____ unless a Termination occurs pursuant to Article III of this AGREEMENT.

Date(s) of Service

**ARTICLE II
VENDOR'S SERVICES AND RESPONSIBILITIES**

1. VENDOR's Certifications, Representations and Warranties.

VENDOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and VENDOR acknowledges and agrees that the DISTRICT, in deciding to engage VENDOR pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of VENDOR's engagement hereunder:

- a. VENDOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this Agreement, and, to the extent required by any applicable laws, VENDOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.
- b. VENDOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

**ARTICLE III
TERMINATION**

1. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of VENDOR; or if the DISTRICT should decide to abandon or indefinitely postpone the services which VENDOR is agreeing to provide pursuant to this Agreement.
2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay to the VENDOR for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the VENDOR for DISTRICT approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the VENDOR.
3. This Agreement may be terminated without cause by DISTRICT upon fourteen (14) days written notice to VENDOR. In the event of a termination without cause, the DISTRICT shall pay VENDOR for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the VENDOR for Board approved extra services.
4. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, VENDOR agrees to continue the work diligently to completion. If the dispute is not resolved, VENDOR agrees it will neither rescind the Agreement nor stop the progress of the work, but VENDOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the services provided for in this Agreement have been completed, and not before.

**ARTICLE IV
REPORTS, PLANS, DRAWINGS, SPECIFICATIONS, RECORD DRAWINGS AND/OR OTHER DOCUMENTS**

1. The reports, plans, drawings, specifications, record drawings and/or other documents that are prepared, reproduced, maintained and/or managed by the VENDOR or VENDOR's consultants in accordance with this Agreement, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the VENDOR with a written request for the return of its PROPERTY at any time. VENDOR shall return the requested PROPERTY to the DISTRICT no later than three (3) days after receipt of the DISTRICT's written request for the PROPERTY.

**ARTICLE V
COMPENSATION TO THE VENDOR**

1. The DISTRICT agrees to pay the VENDOR the sum Not To Exceed \$ _____ and Reimbursable Not To Exceed \$ _____ (if applicable), for the services performed pursuant to this Agreement.

PAYMENT TYPE: District or PTA or ASB bill back

2. For services to be performed throughout the fiscal year, VENDOR will attach an hourly rate schedule (if applicable) to this form and provide an invoice in duplicate for services completed referencing the Purchase Order number and send to Accounts Payable.

**ARTICLE VI
MISCELLANEOUS**

1. To the fullest extent permitted by law, VENDOR agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:
 - a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to VENDOR's employees or VENDOR's SUB VENDOR's employees arising out of VENDOR's work under this Agreement; and
 - b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) failure of rented or leased equipment; (5) failure to properly maintain, set up or tear down equipment; or (6) any other loss, damage or expense arising under either (1), (2), (3), (4) or (5) above, sustained by any person, firm or corporation which may arise out of or result from VENDOR's actions or inactions relating to this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

- c. Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the VENDOR, or any person, firm or corporation employed by the VENDOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed and equipment provided by VENDOR in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

The VENDOR, at VENDOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising under Article VI, Paragraph 1(b), 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.

2. VENDOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect VENDOR and DISTRICT from claims which may arise out of or result from VENDOR's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any sub VENDOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The aforementioned insurance shall include coverage for:

- a. The VENDOR shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
- b. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
 1. Owned, non-owned and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury.
- c. If applicable, the VENDOR shall carry professional liability insurance, including contractual liability, with limits of \$1,000,000, per occurrence. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that VENDOR subcontracts any portion of VENDOR's duties, VENDOR shall require any such sub VENDOR to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
- d. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of VENDOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. VENDOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

Prior to commencing work, VENDOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event VENDOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of VENDOR, and in such event VENDOR shall reimburse DISTRICT upon demand for the cost thereof.

3. VENDOR, in the performance of this Agreement, shall be and act as an independent VENDOR. VENDOR understands and agrees that VENDOR and all of VENDOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR assumes the full responsibility for the acts and/or omissions of VENDOR's employees or agents as they relate to the services to be provided under this Agreement. VENDOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective VENDOR's employees.
4. **Pupil Safety and Fingerprinting.** VENDOR shall comply with all provisions of the Education Code which protect the safety of any pupil that may come in contact with employees of the VENDOR. Pursuant to Education Code section 45125.1, VENDOR shall conduct criminal background checks of ALL employees of VENDOR assigned to the PROJECT site and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. As part of such certification, VENDOR must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, VENDOR shall not utilize any employees who are not included on the above-referenced list. At District's sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that VENDOR's employees will have only "limited contact" with pupils.

In accordance with Education Code Section 45125.2, a VENDOR performing construction, reconstruction, rehabilitation or repair services to a school facility shall not be required to perform Section 45125.1 background checks of all employees assigned to the PROJECT site if such VENDOR installs a physical barrier at the worksite to limit employee contact with pupils and/or provides continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. Such VENDOR shall certify to the District its compliance with one of the aforementioned alternatives under Education Code Section 45125.2 pertaining to pupil safety with the form entitled CONSTRUCTION VENDOR CERTIFICATION REGARDING BACKGROUND CHECKS which is on file at the Administrative Office of the DISTRICT.

VENDOR's failure to comply with the law or Article VI, Paragraph 4 of this Agreement shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to VENDOR.

5. **Discipline.** The VENDOR shall enforce strict discipline and good order among the VENDOR's and sub VENDOR's employees, and other persons carrying out the Contract. The VENDOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

- 6. **Noise, Drugs, Tobacco, and Alcohol.** VENDOR shall take all steps necessary to insure that employees of VENDOR or any of its sub VENDOR'S employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the PROJECT. VENDOR shall further prevent any of its employees or its sub VENDOR employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the PROJECT. Likewise, VENDOR shall prevent its employees or sub VENDOR's employees from bringing any animal onto the PROJECT. VENDOR shall not violate any written school policies.
- 7. **Activity Waivers.** In the event VENDOR is providing services to the DISTRICT for purposes of entertainment, recreational or amusement activities for schools or Child Care activities, then the DISTRICT may require the VENDOR to obtain waivers from each participant in the activity releasing the DISTRICT from all liability for injuries, losses or damages arising out of this Agreement. A copy of a suggested waiver is on file at the Administrative Office of the DISTRICT.
- 8. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or VENDOR.
- 9. The DISTRICT and VENDOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. VENDOR shall not assign this Agreement.
- 10. This Agreement shall be governed by the laws of the State of California.
- 11. This Agreement represents the entire Agreement between the DISTRICT and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the VENDOR.
- 12. Time is of the essence with respect to all provisions of this Agreement.
- 13. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.
- 14. **Force Majeure.** Notwithstanding anything to the contrary contained herein, PARTIES shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, pandemic, endemic, or civil unrest.

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms:

Vendor Name	Print Name	Signature	Date
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DISTRICT: Murrieta Valley Unified School District

Authorized by:

Site/Department	Print Name	Signature	Date
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Purchasing Department	Print Name	Signature	Date
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Board Designee	Print Name	Signature	Date
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