



Murrieta Valley Unified School District
41870 McAlby Court
Murrieta, CA 92562

DISTRICT BID ADDENDUM NO. 1

Date: 05/08/2025

To: All Bidders

From: Vanessa Petersen, Coordinator of Purchasing

Project: RFP #2024-25-10 Expanded Learning Opportunities Program (ELO-P) 2025-2026
After School Enrichment Classes

This Addendum is issued for the purposes of amending certain requirements of the Request for Proposals and hereby made part of and incorporated in full force as part of the Contract Documents. Unless hereinafter specifically noted or specified otherwise, all work shall confirm to the applicable provisions of the Contract Documents.

BID ADDENDUM NO. 1 DESCRIPTION:

1) Pre-Bid RFI Responses:

Question: Please clarify what is meant by “community-based organizations”.

Response: A Community-Based Organization would be any organization or company that provides services for our community and students outside of the regular school day. It could be a karate dojo, afterschool sports program, dance/art/music studio etc.

Question: Are we signing the agreement on page 21 or just saying we have no issues with signing it later?

Response: Please review the RFP Response Format found in the RFP documents. The agreement shall be signed after the Notice of Shortlisting. As stated in **RFP Response Format – Part III – Acknowledgement of Scope of Work, Cost, and Agreement**, the Proposer shall make a statement confirming the Proposer’s understanding of the scope of work to be performed in **acceptance of the Murrieta Valley USD Master Special Service Agreement**. Any proposed changes, additions, or modifications to the District’s standard agreement must be clearly outlined in this section.

Question: Also, the statement is just a line or two, or are you looking for something else?

Response: We are looking for a statement acknowledging that they understand the work to be performed.

Question: Confirming there are no overall page limitations and that a small appendix is allowed.

Response: There are no page limitations.

Question: Do we need to submit our COI with MVUSD as an additionally insured when submitting the proposal or do we submit that once our proposal is accepted and we sign the contract?

Response: The certificate of insurance should be submitted with the Agreement.

Question: For the auto insurance policy requirement, does it need to be commercial, or will our personal auto insurance suffice?

Response: Personal auto insurance will suffice. Vendor shall always carry and maintain automobile insurance while working on Murrieta Valley USD business and that insurance coverage complies with Vehicle Code Section 16056.

Question: Do you require a live scan exclusively for MVUSD or will the signature on the Fingerprinting Certificate Form suffice?

Response: Please refer to the Instruction to Bidders, number 21 for clarification or requirements as well as the RFP Response Format Part VI – Fingerprinting Certification. We need a list of people that will be sent to the sites along with the signed fingerprint certification.

Question: What is the “seal of business”?

Response: The seal of business is the corporate seal. It is an official mark used by a company to authenticate documents.

Question: What do we need to write on the Addenda Form?

Response: The addenda form is used to acknowledge all addenda that have been issued in regard to the RFP.

Question: How many students are expected to be enrolled in the ELO program?

Response: We can have as many as 10,446 district-wide. Each program is offered specific to the site and will first be offered to our Unduplicated Population (fee/reduced lunch, EL Learners, and Foster/Homeless) students, then we send it out to the rest of our families. We

maintain a staffing ratio of 20:1 in 1st – 6th grade and 10:1 for TK/K. If we only have one staff member, we offer the class to the first 20 to sign up then create a waiting list for the rest.

Question: How many students at each site (particularly TK/K)?

Response: Please see chart below:

School	TK/K	1 st – 8 th	Total
MES	181	709	890
AES	499	124	623
AMES	682	170	852
RRES	499	114	613
EHCES	462	113	575
TES	587	162	749
BES	638	157	795
MVES	662	175	837
CCES	850	192	1042
AHES	683	166	849
LJMES	844	182	1026
SMS	0	424	424
TMS	0	478	478
WSMS	0	242	242
DMMS	0	451	451
	Total		10446

Question: RFP Page 3 – Overview: Regarding the eligibility of “community-based organizations” as mentioned in the RFP, would Murrieta Valley Unified School District please clarify what attributes and structure define such organizations? In particular, is a for-profit entity with a demonstrated history of serving the community and meeting stated standards considered eligible?

Response: Yes

Question: RFP Page 3 - Overview: The RFP mentions organized sports and skill-building as areas of interest for the ELO-P. Esports programs are known to develop similar skills, such as teamwork, strategic thinking, problem-solving, and communication, and also include league development. Would Murrieta Valley Unified School District consider proposals that include esports programs as part of the after-school enrichment offerings?

Response: Yes

Question: RFP Page 11 - Grade Levels: We understand that the RFP specifies after-school enrichment classes for students in grades TK-6. Our programs at Mastery Coding are specifically designed for students in 3rd through 8th grade. Therefore, we would like to confirm

if the District would consider a proposal that focuses on grades 3rd through 6th (or 8th if expanding audience).

Response: 3rd – 6th would be great with the understanding that we could expand to 8th grade if space is available.

Question: RFP Page 12 - Class Logistics: "The RFP mentions that vendors will teach classes in designated spaces at school sites. We're interested in exploring the possibility of offering a hybrid model where our enrichment programs are cloud-based and delivered online, but with a school facilitator present in person to support connecting students to us and the curriculum. Would Murrieta Valley Unified School District consider proposals that utilize this type of hybrid approach with online-delivered after-school enrichment programs?

Response: Students have to be in person, the in-person staff would need to have all the requirements, and the ratio would still need to be 20:1 or 10:1 based on age.

Question: RFP Page 12 - Culminating Event: Given that the enrichment services we can offer are cloud-based and virtual, in regards to the "Culminating Event" expectation, would virtual culminating events (such as online presentations or virtual showcases) be considered acceptable alternatives to in-person events?

Response: Yes, as long as the requirements above are met.

Question: While reviewing the instructions, I encountered a point of clarification regarding item number 10. Could you please provide further details or examples of what is specifically required as evidence of responsibility?

Response: Evidence would be employee names, staff roster, etc. A resume or list of references would be great to call to ask about prior service, if the service requires specific equipment (i.e. 3D Printers, technology, sports equipment, culinary supplies etc.) or other resources to conduct the program, we would want to ensure that the company has the means to get the equipment if the contract was awarded to them.

Question: Is there a budget we should adjust our proposal to?

Response: No, there is no budget.

Question: Do schools wish to have after-school acts every day or is that up to our program design?

Response: We would like to spread the service out to as many schools as possible. Once or twice a week per school is what we currently hired our vendors.

Question: When going to the District's website, I found a tab under the title of 'New Vendors' saying that to be added to your list of vendors, we should submit the documents and items

stated below (W-9, IRS Form, business card, order placement, among others). Should we submit those before May 15 or afterwards?

Response: These items do not need to be provided until after the bid date. Once a vendor has been added to the short list, these will be part of the documents that will be required.

Question: Should the insurance document be placed anywhere in particular within the RFP or just be attached at the end?

Response: The certificate of insurance should be submitted with the Agreement.

Question: Is it possible to add supplemental material in our proposal such as a short video, a lesson plan, case studies, or so for a better understanding of our services? In the pen drive where the digital copy will be handed in.

Response: That would be great, even a link to a website where we can see what the program's mission and vision is would be terrific.

2) The following revisions are hereby made to the RFP. These changes **supersede and replace** the corresponding provisions in the original RFP document.

a) Key Events Schedule

i) **Original Language:** Contract Start Date: July 1, 2025

ii) **Revised Language (Supersedes original):** Term Start Date: July, 1, 2025

b) Instructions to Proposers – Section 7 – Award of Contract

i) **Original Language:** “The Board of Education reserves the right to reject any or all Proposals, or to waive any irregularities or informalities in any Proposals or the RFP process. The award of the contract, if made by the District, will be to the Proposer that is, in the judgment of the District, in the best interest of the District.”

ii) **Revised Language (Supersedes original):** “The Board of Education will approve a shortlist of qualified vendors based on the evaluation process. Vendors included on the approved list may be considered for award or used for services on an as-needed basis throughout the term of the RFP. Inclusion on the shortlist does not guarantee the award of work or utilization during the RFP term. The Board of Education reserves the right to engage vendors at its sole discretion as needs arise.”

c) Instructions to Proposers – Section 9 – Execution of Contract

i) **Original Language:** “The successful Proposer shall, within ten (10) calendar days of notice of award of the contract, sign and deliver to the District an executed contract. If the Proposer to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that the contract has been awarded to the Proposer, then the District may award the work to the best match Proposer or may reject all Proposals and call for new proposals.”

- ii) **Revised Language (Supersedes original):** “The successful Proposers shall, within ten (10) calendar days of receiving a Notice of Shortlisting, acknowledge their inclusion on the District’s approved vendor list by signing and returning any required documentation. Inclusion on the shortlist does not constitute a contract award or a guarantee of future work. Failure to acknowledge the Notice of Shortlisting within the specified time may result in removal from the approved vendor list at the District’s discretion.”

d) Instructions to Proposers – New Section – Reservation of Rights to Use Non-Shortlisted Vendors

i) **Right to Use Non-Shortlisted Vendors**

While the District intends to utilize vendors from the approved shortlist resulting from this RFP, the District **reserves the right to engage vendors outside of the shortlist under the following circumstances:** (1) when the District determines that none of the shortlisted vendors can provide the specific services required; or (2) when a shortlisted vendor is unable to meet the District’s required schedule or is otherwise unavailable to provide the requested services. This provision ensures the District’s ability to fulfill its operational needs in a timely and effective manner.

e) Notice to Proposers – Section 18 – Insurance Requirements

- i) **Original Language:** Please refer to the corresponding section in the original RFP.

- ii) **Revised Language (Supersedes Original):** Insurance requirements shall be in accordance with the insurance provisions set forth in the attached **Murrieta Valley USD Master Special Services Agreement**, which is hereby incorporated by reference.

f) RFP Response Format – Part III – Acknowledgement of Scope of Work, Cost, and Agreement

i) **Original Language:**

1. A statement of the Proposer’s understanding of the work to be performed and Agreement a. to be signed upon notice of intent to award.
2. A description of the Proposer’s program.
3. Proposers must provide a cost breakdown of services for each of the 16 sites. Please include the maximum number of students that the program will support. Proposers must explicitly describe and break down the cost of their program.

ii) **Revised Language (Supersedes Original):**

1. A statement confirming the Proposer’s understanding of the scope of work to be performed and **acceptance of the Murrieta Valley USD Master Special Services**

Agreement. Any proposed changes, additions, or modifications to the District's standard agreement must be clearly outlined in this section.

The agreement is to be signed upon issuance of the **Notice of Shortlisting**.

2. A description of the Proposer's program.

3. Proposers must provide a cost breakdown of services for each of the 16 sites. Please include the maximum number of students that the program will support. Proposers must explicitly describe and break down the cost of their program.

g) Agreement Form

i) **Revised Language (Supersedes Original):**

The Murrieta Valley USD Master Special Services Agreement, attached to this RFP, shall supplement and replace the original Agreement form referenced in the RFP. This Master Agreement will serve as the governing contract form. All terms, conditions, and provisions set forth in the Master Special Services Agreement shall apply. Additionally, all terms, conditions, and requirements outlined in the RFP and any issued addenda are hereby incorporated into the final contract and shall remain in full force and effect.

Attachments:

- Murrieta Valley USD Master Special Services Agreement

END OF DISTRICT BID ADDENDUM NO. 1



MURRIETA VALLEY UNIFIED SCHOOL DISTRICT MASTER SPECIAL SERVICES AGREEMENT

This Master Special Services Agreement ("Agreement") is made and entered into as of _____, 20____, by and between the Murrieta Valley Unified School ("District") and _____ ("Contractor") (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide special services, as further identified in EXHIBIT A, attached hereto and incorporated herein by this reference ("Services").
 - 1.1. Contractor represents that Contractor and/or Contractor personnel is/are duly licensed and/or qualified and able to perform the Services contemplated in this Agreement. Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor shall obtain all necessary licenses or certifications, supply all required payment or performance bonds, and pay employees applicable prevailing wages in accordance with state and federal law where required.
 - 1.2. Upon request, Contractor shall submit to the District a staff list, and all current licenses, credentials, permits and/or other documents which entitle the holder to provide special and/or related services by any individual employed, contracted, and/or otherwise hired by Contractor and who provides or may provide Services to District pursuant to this Agreement.
2. **Term.** This Agreement is effective as of the date of the last signature of the Parties ("Effective Date") and shall terminate on _____, 20____, unless terminated earlier pursuant to early termination provisions of this Agreement. This Agreement shall not be automatically renewed or extended. Agreement can be revised, renewed, or extended by mutual agreement by both Parties by a District Formal Amendment
3. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement and payment for Services shall not be provided to Contractor under this Agreement until Contractor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below and until this Agreement is approved by the District Board of Education:

The documents listed below are to be submitted with this signed Agreement:

- ☐ W-9 Form (For new Contractors)
- ☐ Fingerprint and Criminal Background Check Certification
- ☐ Insurance Certificate(s) listed below. District shall be named as Certificate Holder in accordance with Section 33 of this Agreement.
 - o General Liability Insurance
 - o Automobile Liability Insurance
 - o Sexual Abuse Molestation Insurance
 - o Professional Liability Insurance
 - o Workers' Compensation and Employer Liability Insurance

Workers' Compensation is mandatory unless Contractor is the sole proprietor. If a Contractor is a sole proprietor, a Statement Letter on the Contractor's letterhead is required certifying they are a sole proprietorship.

4. **Compensation.**

Contractor will be paid pursuant to the individual purchase orders initiated by the District in accordance with hourly rates or payment schedule as described in Exhibit A for the duration of this Agreement. District understands that Contractor may submit an individual estimate, invoice, confirmation, letter of intent, or similar documentation that may require the signature of the District, but Contractor specifically understands and agrees that this Agreement is controlling and takes precedence over any Contractor agreement document that may be submitted by Contractor to the District. District's obligation for payment for services hereunder is contingent upon the approval of this Agreement by the District's Board of Education. The Contractor is not authorized to move forward with any services until a fully signed purchase order is delivered to the Contractor.

District shall pay Contractor according to the following terms and conditions:

- 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product and/or Services as determined by the District. Payment shall be made within thirty (30) days after Contractor submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.
 - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices provided to District, and appended to this Agreement behind **EXHIBIT A**. If hourly billing applies, the itemized invoice shall reflect the hours spent by Contractor in performing its Services pursuant to this Agreement.
 - 4.3. If Contractor works at more than one District site, Contractor shall invoice separately for each site.
 - 4.4. District is not responsible for reimbursing Contractor and/or Contractor's personnel for any mileage incurred unless otherwise specified.
5. **Independent Contractor Status.** Contractor will perform said services in his/her own way and as an independent contractor in the pursuit of his/her independent calling and not as an employee of District. Contractor has the right to control the performance of his/her work and may determine the sequence of tasks to be completed. To confirm its status as an independent contractor under current law, Contractor represents to the District as follows:

[Check applicable option]

☐ Contractor will be providing professional services as set forth above as Services, and (i) maintains a separate business location, (ii) maintains a business license/professional service license or certification, (iii) establishes its own hours for work, and (iv) is regularly engaged in such professional services.

OR

☐ Contractor is providing "business to business" services where Contractor is (i) a separate business entity (ii) holds and maintains all required business licenses, certificates, and similar, and (iii) does not require a California contractor's license to provide the Services set out in this Agreement.

Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture 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 Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to the services to be provided under this Agreement. Contractor 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 Contractor's employees.

6. **Materials.** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as identified below (if any):
- 6.1. _____
- 6.2. _____
7. **Confidentiality.** The Contractor and all Contractor's employees, agents, subcontractors and volunteers shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall survive termination of this Agreement.
8. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the Parties shall attempt to resolve the dispute in good faith. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

9. Termination by District.

- 9.1. For Convenience.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents. This Agreement may also be terminated by mutual written consent of both Parties.
- 9.2. For Cause.** District may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include:
- 9.2.1.** Material violation of this Agreement by Contractor; or
- 9.2.2.** Any act by Contractor exposing the District to liability to others for personal injury or property damage or other claim.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed the cost of providing the Service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 10. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its sole expense, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and contractors' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Contractor shall, to the furthest extent permitted by California law, defend the District Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

11. Insurance.

- 11.1.** Contractor shall procure and maintain at all times, when it performs any portion of the Services, the following insurance with minimum limits equal to the amount indicated in chart on next page, Type of Coverage.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
Sexual Abuse And Molestation	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Professional Liability	\$ 2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 1,000,000

- 11.1.1. Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and

medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

11.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

11.1.3. Professional Liability. Professional Liability Insurance as appropriate to Contractor's profession, including sexual molestation and abuse coverage.

11.2. Proof of Insurance. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

11.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

11.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

11.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, contractors, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

11.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

11.2.5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

12. Assignment. Neither Party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other Party.

13. Compliance with Laws; Effect of Noncompliance. Contractor shall observe and comply with all rules, policies and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District.

14. Fingerprinting and Criminal Records Check. Contractor and/or Contractor's personnel will comply with the requirements of California Education Code sections 45125.1, including, but not limited to, submitting fingerprints to and obtaining clearance from the Department of Justice and the Federal Bureau of Investigation. Contractor shall certify in writing to the District that none of its employees, contractors, and volunteers who will have direct contact with District students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 45122.1, unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria pursuant to California Education Code section 45122.1(e)(2) or (3). The Fingerprinting/Criminal Background Investigation Certification shall be completed and attached to this Agreement prior to Contractor performing any portion of the Services.

14.1. District retains authority to remove any Contractor or Contractor's personnel from a District site upon the determination that he/she has not complied with this fingerprinting and background check requirement, or has

been convicted of a violent or serious felony, as defined in California Education Code section 45122.1. Contractor must notify District immediately if any Contractor personnel who is/are working on a District site has left the employment of Contractor. Contractor must give District three (3) days advance notice if it intends to substitute any personnel on a District site. Contractor must notify the District immediately if Contractor learns that any Contractor personnel working on a District site has been convicted of a serious or violent felony as defined in California Education Code section 45122.1. Failure to provide notice as required above may result in cancellation of this Agreement by the District and further legal action by the District where applicable.

15. **Certificates/Permits/Licenses/Registration.** Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
16. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
17. **Assumption of Risk.** Contractor understands and acknowledges that, due to the ongoing COVID-19 crisis, there are certain risks inherent in visiting public spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, disease, viral, or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Contractor agrees that District cannot ensure the safety of Contractor or Contractor's employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, attendees, family, heirs, staff, invitees, and spectators from risks associated with COVID-19 or other related or similar pandemics or other infectious diseases, sickness, or ailment. Contractor, on behalf of itself and its employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, family, heirs, staff, invitees, and spectators (collectively and individually, "Contractor Group"), HEREBY ACKNOWLEDGES AND ASSUMES FULL RESPONSIBILITY FOR AND RISK OF ACCIDENT, PERSONAL OR BODILY INJURY, ILLNESS, VIRAL OR BACTERIAL EXPOSURE OR INFECTION, AND/OR DEATH to Contractor or any member of Contractor Group from, or in any way associated with, COVID-19 or other related or similar pandemic or other infectious diseases, sickness, or ailment that directly or indirectly results from, arises out of, or in any manner is connected with Contractor's or the Contractor Group's use of or presence in, upon, or about District facilities, grounds, property, or equipment. This assumption of responsibility and risk includes, without limitation, all KNOWN AND UNKNOWN RISKS AND DANGERS, INHERENT OR OTHERWISE.

Contractor has reviewed and understands the risks of the Coronavirus described in the applicable federal, state, county, city and/or District rules and policies, Order and Guidelines. On behalf of itself and any individuals participating in the use or event, Contractor assumes all risks, known and unknown, arising from the use and occupancy of the District facility/grounds, including but not limited to any sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses.

18. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Contractor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code section 1735 and District policy. In addition, Contractor agrees to require like compliance by all of its subcontractor(s).
19. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Murrieta Valley Unified School District
41870 McAlby Ct
Murrieta, CA 92562
Phone: (951)696-1600
Fax: (951)304-1528
Email: purchasing@murrieta.k12.ca.us
ATTN: Purchasing Department

Contractor:

Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____
Attention: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail. Courtesy copy of each notice shall be sent contemporaneously via e-mail.

- 22. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by Murrieta Valley Unified School Board of Education.
- 23. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County where the District's administrative offices are located.
- 24. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 26. Attorney Fees; Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 27. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties. In the event of any inconsistency between any other agreement and this Agreement, this Agreement shall prevail and supersedes all other agreements.
- 28. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 29. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 30. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together, including electronically sent and scanned signatures, shall be construed as one document.
- 31. Force Majeure.** Notwithstanding anything to the contrary contained herein, Parties shall not be liable for any delays or failures in performance of the Agreement 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. A party claiming a delay or failure in performance resulting from a force majeure event shall immediately notice the other party in writing, which notice will include the commencement date of such event and the description thereof.
- 32. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit and attachment attached hereto are hereby incorporated herein by reference.

Signatures on Next Page

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

ACKNOWLEDGEMENT AND AGREEMENT

The Parties hereto have executed this Agreement on the dates indicated below:

Contractor Name	Print Name & Title of Authorized Signer	Signature	Date
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DISTRICT: Murrieta Valley Unified School District

Site/Department Name	Print Name & Title	Signature	Date
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Purchasing Coordinator:	Print Name	Signature	Date
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Board Designee:	Print Name & Title	Signature	Date
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Information regarding Contractor:

License No.: _____

Registration No.: _____

Type of Business Entity:

_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_____ Corporation, State: _____
_____ Limited Liability Company
_____ Other

Employer Identification and/or Social Security Number

Note: Section 6041 of the Internal Revenue Code (26 U.S.C 6041) and Section 1.6041-1 of title 26 of Code of Federal Regulations (26 C.F.R 1.6041.1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires Contractor to furnish the information requested in the section.

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

☐ Contract Not Exempt

[] A. Sole Proprietor. Contracting Party is a **sole proprietor** who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

[] B. Contract Not Exempt – Background Checks Completed. Contracting Party is **not a sole proprietor** and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date:

Contracting Party:

Signature:

Print Name:

Title:
