



REQUEST FOR QUALIFICATIONS/PROPOSALS
RFQ/P-03-17-18

DISTRICTWIDE DEMOGRAPHICS STUDY

EAST SIDE UNION HIGH SCHOOL
830 North Capitol Avenue
San Jose, CA 95133-1398

RFQ/P DUE OCTOBER 06, 2017

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Notice to Proposers

The East Side Union High School District (ESUHSD) is requesting qualifications/proposals for the award of a contract to provide comprehensive enrollment forecasting and evaluation services for the District in accordance with the minimum specifications included herein.

One (1) original paper and three (3) paper copies plus your submittal on a Flash drive including all proposal documents must be received on or before 3:00 PM, October 06, 2017

Proposals shall be received at: East Side Union High School District
Capital Purchasing Department
ATTN: Janice Unger
Director, Purchasing & Capital Accounting
830 North Capitol Avenue
San Jose, CA 95133

Copies of the RFQ/P, including forms that need to be completed, can be downloaded from the ESUHSD website:

<http://www.esuhd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ/P-RFP-BIDS/index.html>

There will not be a formal public bid opening for this RFQ/P. After the recommendation for contract award is submitted to the Board of Trustees for approval, all proposals will be available for public review.

1.0 PURPOSE OF THIS REQUEST FOR QUALIFICATION:

The East Side Union High School District is seeking qualifications/proposals from qualified firms for professional services to conduct a districtwide demographics study. Data from the study will be used to update the District's Long Range Facilities Plan and determine whether any school zone boundary adjustments are needed in the future.

This Request for Qualifications/Proposals (RFQ/P) describes the required scope of services, consultant selection process, and minimum information that must be included in the proposal. This RFQ/P will request each Proposer to concisely state its qualifications and proposed methodology.

1.1 INQUIRIES AND/OR CLARIFICATIONS

Any requests for clarification of the RFQ/P shall be made IN WRITING and electronically emailed to:

Email: Janice Unger at ungerj@esuhsd.org

Phone: 408-347-5079

Fax: 408-347-5225

ESUHSD is responsible only for what is expressly stated in this RFQ/P and any authorized written addenda thereto. ESUHSD is not responsible for and will not be bound by any person not authorized to act on its behalf.

As of the Issuance date of this RFQ/P and continuing until the final date for submission of proposals, contact with ESUHSD employees is strictly limited. All personnel representing ESUHSD are specifically directed not to hold meetings, conferences or technical discussions with any Proposer for purposes of responding to this RFQ/P. Any Proposer found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this RFQ/P.

1.2 ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ/P or any of its attachments, he/she shall immediately notify ESUHSD of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested a RFQ/P for proposing purposes, without divulging the source of the request for same.

If a Proposer fails to notify ESUHSD prior to the date fixed for submission of proposals of an error in the RFQ/P known to him/her, or an error that reasonably should have been known to him/her, he/she shall propose at his/her own risk, and if he/she is awarded the contract, he/she shall not be entitled to additional compensation or time by reason of the error or its later correction.

1.3 ADDENDA

The ESUHSD may modify this RFQ/P, any of its key action dates, or any of its attachments, prior to the propose submittal date. Addenda will be numbered consecutively as a suffix to the RFQ/P Reference Number. It is the Proposer's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the Proposer's of the responsibility to meet all terms and conditions of the RFQ/P and any subsequent addenda.

1.4 SUBMISSION OF RFQ/P

ESUHSD will provide Proposers with an electronic version (Microsoft excel and Acrobat fill able) of all of the required forms that are included in this RFQ/P. Proposers can find the forms on ESUHSD's website (see below for the link). All Proposers must submit their proposals using these forms.

<http://www.esuhsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ/P-RFP-BIDS/index.html>

Proposals submissions are to be in the format as described below in section Proposal Submission Instructions and will include one (1) original and three (3) copies plus a Flash drive that includes all documents provided with Proposals submissions.

Proposals must be sealed and clearly marked "RFQ/P-03-17-18, Request for Qualifications/Proposals for DW Demographics Study". Any proposal received after the due date and time cannot be accepted and will be rejected and returned to the Proposer unopened. Therefore, the envelope must also have a return address on the outside.

Proposals must be submitted no later than 3:00 P.M. on or before October 06, 2017.

Proposals and supporting documentation are to be submitted to:

East Side Union High School District
Attn: Janice Unger
Director, Purchasing & Capital Accounting
830 North Capitol Avenue
San Jose, CA. 95133-1398

1.5 PROPOSER'S COST

Costs for developing Proposals are entirely the responsibility of the proposer and shall not be chargeable to the ESUHSD.

1.6 PROPOSED TIMELINE

The following is the anticipated Proposal and engagement schedule. ESUHSD may change the estimated dates and process as deemed necessary.

September 01, 2017	Release of Request for RFQ/Ps
September 25, 2017	Last Day for submission of inquiries and clarifications by <u>3:00 PM</u>
October 06, 2017	Proposals Due by 3:00 PM
October 19, 2017	Recommendation and Approval of Demography Firm to Board of Trustees
November 01, 2017	Contract start date (contingent on Board of Trustees)

1.7 EXCEPTIONS

If a Proposer takes exception to any part of this RFQ/P, including but not limited to specifications of the Insurance, Administrative and Legal Requirements as written, here in or as amended by any addenda subsequently issued, must be done in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items.

1.8 SCOPE OF WORK

The intention of ESUHSD is to negotiate a contract with a Proposer who can provide the following array of products and services. However, ESUHSD reserves the right to procure some or all of the services listed or other services provided by the selected firm:

- 1.8.1 At a minimum, the demographic study must include the pieces of information set forth below. The analysis includes FY 2017/2018 information regarding school-level resident enrollments, "closest school" resident enrollment data, and enrollment statistics disaggregated by school, race, income, capacities and utilization rates.
- 1.8.2 Analysis of most recent demographic information and housing trends within all of ESUHSD including an analysis of households with and without children.
- 1.8.3 Forecast of population and household growth in ESUHSD from FY 2017/2018 through FY 2025/2026.

- 1.8.4 Forecast of growth projections for surrounding feeder areas and analysis of how ESUHSD might be impacted.
- 1.8.5 Assessment of prior, current and future enrollment at each school site and corresponding reasons for changes.
- 1.8.6 Enrollment projections by year, grade and school from FY 2017/2018 through FY 2025/2026.
- 1.8.7 Address the impact on district enrollment for existing, planned, and proposed charter schools and private schools within ESUHSD boundaries.
- 1.8.8 Inclusion of other appropriate factors as identified by demographer in connection with the school district.
- 1.8.9 All final demographic reports and enrollment projections must be submitted in both written and digital formats. These reports and projections must include tables and graphs suitable for public presentations. Acceptable digital formats include Microsoft Word and excel or other pre-approved programs. PDF formats are not acceptable.

1.10 ORGANIZATION OF RFQ/P

In order for proposals to be considered, organizations must submit proposals in the format described below and addressing all of the areas set forth below. Quality, not long responses or visual exhibits, is desired.

1.10.1 GENERAL

- 1.10.1.1. Cover Letter – Complete and Sign Exhibit 1, *General Consultant Information/ Signature Page*. This document must be signed by a person who has signatory authority to commit the firm contractually. Attach a W-9, Exhibit 2, Certificate of Nondiscrimination by Seller; Exhibit 3, Conflict of Interest; and Exhibit 4, Noncollusion Declaration.
- 1.10.1.2. Table of Contents - A Table of Contents of the material contained in the qualifications should follow the Cover Letter.
- 1.10.1.3. Executive Summary - The Executive Summary should contain an outline of your general demographic experience and business approach or methodology along with a brief summary of your firm's history and qualifications to engage in a professional relationship with the ESUHSD to meet the goals and fulfill the general functions required in this RFQ/P.
- 1.10.1.4. Consultants - Provide a list of consulting firms that your organization has approved for use. Include: Names, qualifications, and what procedure/process was used to approve the firm.
- 1.10.1.5. Narrative - Provide a Comprehensive Narrative of the demographic planning services offered by your firm. The narrative may include the following:
 - 1.10.1.5.1 Experience - Describe your experience with public and private educational programs, preferably with public high school districts. Include the scope of projects, description and dates. Provide information of your firm's existing and planned workload, available resources, and capacity to successfully complete projects in an expeditious manner. Describe and provide examples of your firm's approach in the management of multiple concurrent projects. Provide an outline of services offered for the completion of school district and campus Master Planning projects.
 - 1.10.1.5.2 Personnel - Include resumes of personnel and project team members who would likely be assigned to projects associated with the East Side Union High School District. Describe experience working with community, advisory and/or oversight groups. Specifically define the role of each person and outline his or her individual education and experience. Indicate who would serve as the primary contact for the ESUHSD. If the

firm would utilize resources from more than one office, indicate office locations and how work would be coordinated.

- 1.10.1.5.3 Professional Fees - Provide a total project cost to accomplish the tasks as described in Section 1.8, SCOPE OF WORK. The fee proposal shall include hourly rates for anticipated positions within the organization's structure. The fee proposal should also include an estimate of personnel hours and cost to complete the scope of work. A professional services agreement detailing a final scope of work and not-to-exceed fee shall be negotiated with the successful proposer.
- 1.10.1.5.4 Additional Data - Provide additional information about the firm as it may relate to this RFQ/P. Include letters of reference or testimonials, statement of financial stability. Indicate ongoing commitment to professional education of staff, and total number of permanent employees.
- 1.10.1.5.5 References – Provide at least four (4) educational client references (preferably High School Districts) for which your firm has performed similar demographic services. Include school district names, addresses, contact name(s), and phone/fax numbers.

1.11 DELIVERY OF PROPOSALS

RFQ/Ps submitted by mail should be post-marked sufficiently in advance of the RFQ/P opening to ensure delivery to the Capital Purchasing Dept. at ESUHSD prior to the specified opening time. The ESUHSD assumes no responsibility for delay in delivery of the proposal by U.S. Mail or any other service. Late proposal will not be accepted.

1.12 EVALUATION PROCESS

All proposals shall be reviewed to verify that the Proposer has met the minimum requirements of the RFQ/P. Proposers are required to follow the format of the RFQ/P in order to facilitate District review.

A committee of individuals representing the ESUHSD will review the proposals. The committee may select one or more firms, based on their written proposal and ability to make oral presentations.

Evaluation Criteria – 100%

Qualification and Experience	40%
Fee	30%
References	30%

It is anticipated that the successful firm will negotiate conditions of contract, the total project cost, and enter into a contract with the ESUHSD prior to the commencement of work. In the event the ESUHSD and the firm are unable to negotiate a contract acceptable to each party, negotiation will be ended and ESUHSD will go to the next qualified Firm.

1.13 PROPOSALS BECOME THE PROPERTY OF ESUHSD

Proposals become the property of ESUHSD and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. ESUHSD reserves the right to make use of any information or ideas contained in the Proposal.

1.14 CONFIDENTIAL MATERIAL

Proposer must notify ESUHSD in advance of any proprietary or confidential material contained in the Proposal and provide justification for not making such material public. ESUHSD shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

1.15 REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES

With respect to this RFQ/P, ESUHSD reserves certain rights at any time as follows:

- 1.15.1 Reject any proposal without indicating any reason for such rejection;
- 1.15.2 Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal, or in the RFQ/P process, or as part of any subsequent contract negotiation;
- 1.15.3 Request that Proposers supplement or modify all or certain aspects of their PROPOSALS or other documents or materials submitted;
- 1.15.4 Request the Proposer make an oral and/or written presentation if more information is deemed necessary;
- 1.15.5 Terminate this RFQ/P and issue a new RFQ/P;
- 1.15.6 Modify the selection process, the specifications or requirements for materials or services, or the content or format of the RFQ/Ps;
- 1.15.7 Extend a deadline specified in this RFQ/P, including deadlines for accepting PROPOSALS;
- 1.15.8 Negotiate with any or none of the Proposers;
- 1.15.9 Modify the final contract from terms described in this RFQ/P;
- 1.15.10 Terminate failed negotiations with a Proposer without liability, and negotiate with other Proposers;
- 1.15.11 Disqualify any Proposer on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to ESUHSD;
- 1.15.12 Request that services be provided by certain staff of a Proposer, or request that certain staff of a Proposer be excluded from providing services as determined by ESUHSD to be in its best interest;
- 1.15.13 Reject a Proposer's proposal where the Proposer is in breach of, or in default under, any other agreement with the ESUHSD;
- 1.15.14 Award multiple contracts if it is deemed necessary to provide the specified services.

1.16 CANCELLATION

This solicitation does not obligate the ESUHSD to enter into an agreement. ESUHSD retains the right to cancel this RFQ/P at any time, should the project be canceled, ESUHSD loses the required funding, or it is deemed in the best interest of ESUHSD. No obligation, either expressed or implied, exists on the part of ESUHSD to make an award or to pay any cost incurred in the preparation or submission of a proposal.

1.17 AWARD OF CONTRACT

Award, if any, will be to the Firm(s) whose proposal scores the highest and best complies with all of the requirements of the RFQ/P documents and any addenda. A Contract and a purchase order shall be awarded to the firm(s) whose offer is determined to be the most advantageous to ESUHSD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Evaluation Committee to be in the best interests of ESUHSD and, as such, will not be determined by price alone and may not be the lowest proposal especially where services are of utmost importance.

ESUHSD reserves the right to negotiate any terms and conditions in the RFQ/P responses received, to reject any or all responses received, and to waive any informality or minor defects in responses received.

1.18 TERM OF CONTRACT

The term of the contract shall commence upon ESUHSD execution of contract, tentatively scheduled for November 01, 2017 and continue through and including June 30, 2018.

1.19 EXECUTION OF THE CONTRACT

The contract shall be signed by the Proposer and returned, along with the required attachments to the East Side Union High School District within 10 working days. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate ESUHSD officials. Any work performed prior to receipt of a fully executed contract shall be at Proposer's own risk.

1.20 FAILURE TO EXECUTE THE CONTRACT

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the contract. If the successful Proposer refuses or fails to execute the contract, the East Side Union High School District may award the contract to the next qualified highest ranked Proposer.

1.21 TERMINATION OF CONTRACT

The ESUHSD may terminate the contract at any time for any reason with 30 days' notice to the Proposer.

1.22 PAYMENT

The ESUHSD will only pay by original invoice. All invoices shall contain the proper pricing as specified in the final negotiated contract. In addition, all invoices shall include the appropriate purchase order number. Invoices not including the proper purchase order number may experience delayed payment. ESUHSD payment terms are Net 30.

All invoices for payment must be submitted to East Side Union High School District, Accounts Payable 830 North Capitol, San Jose, CA (or by email as determined by ESUHSD) and shall be in sufficient detail to understand the service provided. (I.e. who provided the service, date of services, hours, description of service, etc.) ESUHSD reserves the right to audit Proposer's records when deemed necessary to verify information on invoice submitted.

1.23 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification. The Proposer will agree to indemnify, defend, and save harmless the ESUHSD, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this agreement.

Insurance. The Proposer will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as specified in Attachment A included herein. ESUHSD shall be named as additional insured on a separate endorsement with respect to the general liability coverage. The Provider agrees to provide copies of the required policies of insurance to ESUHSD. A certificate of insurance or letter is required from Proposer's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with Proposers' Proposals. Actual certificates and additional insured endorsements naming ESUHSD as additional insured will be required to be delivered prior to execution of the final contract if applicable.

1.24 ADMINISTRATIVE AND LEGAL REQUIREMENTS

Proposer must meet Administrative and Legal Requirements included in this RFQ/P and as outline in Attachment B, contained herein; and will be made part of the awarding contract.

End of Document

Attachment A
Insurance Requirements
Page 1 of 3

Without limiting the Vendor's indemnification of ESUHSD, the Vendor shall provide and maintain at its own expense, during the term of the Contract(s), or as may be further required herein, the following insurance coverage and provisions:

A. Evidence of Coverage

Prior to commencement of a Contract, the Vendor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the vendor's insurance policy to include ESUHSD as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Vendor upon request.

This verification of coverage shall be sent to the Purchasing Department at ESUHSD, unless otherwise directed. The Vendor shall not receive a Notice to Proceed with the work under the Contract until it has obtained all insurance required and such insurance has been approved by the ESUHSD. This approval of insurance shall neither relieve nor decrease the liability of the Vendor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by ESUHSD.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/Completed Operations aggregate - \$2,000,000
- d. Personal Injury- \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under the resulting contract.
- d. Personal Injury liability
- e. Owners' and Vendors' Protective liability
- f. Severability of interest

Attachment A
Insurance Requirements
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3. General liability coverage shall include the following endorsements, copies of which shall be provided to ESUHSD:
 - a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to ESUHSD, and members of the Board of Trustees, and the officers, agents, and employees of the ESUHSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs and they shall be named on the policy as additional insured (if applicable).
 - b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the ESUHSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
 - c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified ESUHSD insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the ESUHSD.
 - d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the ESUHSD.
4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
5. Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
 - b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.
6. Professional Errors and Omissions Liability Insurance
 - a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
 - b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

Attachment A
Insurance Requirements
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7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insured.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions

The following provisions shall apply to the resulting contract:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Vendor and any approval of said insurance by the ESUHSD or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to the resulting contract, including but not limited to the provisions concerning indemnification.
2. The ESUHSD acknowledges that some insurance requirements contained in the resulting contract may be fulfilled by self-insurance on the part of the Vendor. However, this shall not in any way limit liabilities assumed by the Vendor under the resulting contract. Any self-insurance shall be approved in writing by the ESUHSD upon satisfactory evidence of financial capacity. Vendor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under the resulting contract be sublet, the Vendor shall require each of its subVendors of any tier to carry the aforementioned coverages, or Vendor may insure subVendors under its own policies.
4. The ESUHSD reserves the right to withhold payments to the Vendor in the event of material noncompliance with the insurance requirements outlined above.

Attachment B
Administrative and Legal Requirements
Page 1 of 6

1. Fingerprinting and Criminal Records Check.

Vendor shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of justice and the completion of criminal background investigations of its employees. Vendor shall not permit any employees to have any contact with East Side Union High School District (ESUHSD) pupils or be present on any ESUHSD school site until such time as Vendor has verified in writing to the governing board of the ESUHSD that such employee has not been convicted of a felony as defined in Education code 45125.1. Vendor's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the ESUHSD and/or acting as independent Vendors of the Vendor. Verification of compliance with this section shall be provided in writing to the ESUHSD prior to the commencement of participation in the agreed project and prior to contact with students.

2. Health Examination.

No person shall be initially allowed to interact with students unless he/she has placed on file with the Vendor or ESUHSD a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

3. Assignment.

This agreement shall not be assigned by the vendor in whole or in part without the consent in writing from ESUHSD.

4. Successors and Assigns.

This resulting contract shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

5. Governing Law and Jurisdiction.

The Contract(s) will be governed and interpreted under the laws of the State of California.

Attachment B
Administrative and Legal Requirements
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6. Compliance with all applicable laws and ordinances

Operations and services covered by this contract must comply with applicable laws, ordinances and other legal requirements including, among others, the California Education Code, the California Highway Patrol HPH 82.7, the Safety Orders of the California Division of Industrial Safety and applicable requirements of the California Administrative Code, Title 5, Chapter 1, Department of Education Subchapter 5, Pupil Transportation and with the California Administrative Code, Title 13, Motor Vehicles as it pertains to school buses. All operations must comply with CAL/OSHA regulations as well as Federal Standard 17 issued by the Department of Transportation, Washington, D.C.

7. Amendments; Waivers.

Except as otherwise provided in the Contract including the License Contract if separate, no modification to either Contract will be binding unless in writing and signed by an authorized representative of both parties.

8. Severability.

If a court of competent jurisdiction holds that any provision of the Contract (s) is invalid or unenforceable, the remaining portions of the Contract(s) will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Contract(s).

9. Insurance

In the event that vendor shall fail to maintain and keep in force the insurance requirements as stated in **Attachment B** of this RFP and certificates of insurance with the separate additional insured endorsements verifying insurance coverage ESUHSD shall have the right to modify, cancel and/or terminate the resulting contract forthwith and without notice.

ESUHSD shall have the right to require higher levels of insurance if deemed necessary solely by ESUHSD.

Attachment B
Administrative and Legal Requirements
Page 3 of 6

10. Independent Contractor

Vendors will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of ESUHSD. None of the provisions of any resulting contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of any resulting contract. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. Vendors will be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and subcontractors, if any. ESUHSD will be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and subcontractors, if any. Vendors' personnel rendering services under any resulting contract will not have any of the rights or privileges of ESUHSD or State employees. Vendors and its agents, employees and subcontractors will not have any claim against the ESUHSD or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc.

Notwithstanding any reference to a managed care plan or system of care, Vendors will act as an entity separate and apart from ESUHSD, and will be considered Independent Vendors for all purposes, including liability and litigation.

11. Non-Discrimination.

No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

12. Conflict of Interest.

Before executing a Contract with ESUHSD, the Vendor shall disclose to the ESUHSD the identities of any board member, officer, or employee of the ESUHSD, or relatives thereof, who the Vendor knows of should know will have any financial interest resulting from this agreement.

Attachment B
Administrative and Legal Requirements
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13. Force Majeure.

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Contract(s) due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental acts including but not limited to failure or refusal to appropriate funds or failure of the Internet (not resulting from the actions or inactions of the vendor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

14. Entire Contract.

The final Contract(s) that is negotiated based on the results of this RFQ shall supersede all previous Contracts and representations of, between or on behalf of both parties with respect to its subject. The Contract(s) shall contain all of vendor and ESUHSD warranties, understandings, terms, conditions, covenants and representations. Neither the vendor nor ESUHSD will be liable for any Contracts, warranties, understandings, terms, conditions, covenants or representations not expressly set forth or referenced in the Contract(s). Any additional provisions in purchase orders, invoices or similar documents will be unenforceable.

15. Notices.

Any notice under the Contract(s) must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address supplied by the vendor and to the address designated for receipt of notices, or as may be provided by both parties.

16. Non-Collusion.

By submitting a proposal the vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of the License Contract, and that the vendor firm has received from ESUHSD no incentive or special payments, or considerations not related to the provision of products and services described in the License Contract.

Attachment B
Administrative and Legal Requirements
Page 5 of 6

17. Payment Terms.

ESUHSD shall pay the vendor, the fees specified in the Contract(s) within thirty (30) days from the date of invoice.

18. Cost of Bid Preparation

ESUHSD will not pay any costs incurred in bid preparation, presentation, demonstration or negotiation, and does not commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Vendor.

19. Confidential and Proprietary Information

All materials received in response to this Request for Qualifications may be made available to the public. If any part of a vendor's proposal is proprietary or confidential, the vendor must so identify and so state. ESUHSD reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

All materials received in response to this Request for Proposal may be made available to the public to the extent required or permitted by law. If any part of a Vendor's proposal is proprietary or confidential, the Vendor must so identify and so state. ESUHSD reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

Vendor understands and agrees that Vendor may have access to private or confidential information which may be owned or controlled by the ESUHSD and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the ESUHSD, its employees or students. Vendor also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Vendor to civil liability and/or subject the ESUHSD to a loss of State and/or Federal funding. Consequently, Vendor agrees that all information disclosed by the ESUHSD to the Vendor, including all Pupil Records (as that term is defined in California Education Code Section 49076) shall be held in confidence and used only in performance of the Contract. Vendor shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

Attachment B
Administrative and Legal Requirements
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Except as otherwise provided, all data provided to Vendor and its subcontractors and/or agents is confidential. Vendor shall become familiar with the State of California privacy laws, including HIPPA, and comply with HIPPA and all other laws pertaining to confidentiality of student information as they apply to the Vendor's performance of the work under Contract that is issued as a result of this RFQ. Vendor and the ESUHSD shall enter into a HIPAA Confidentiality Contract concurrent with the signing of a resulting Contract.

Vendor shall retain records relating to services provided under this agreement in accordance with the ESUHSD's legal obligations to retain records as set forth in 5 CCR section 16020 *et seq.*

**Exhibit 1
 General Vendor Information/Signature Page
 Page 1 of 2**

The Vendor shall furnish the following information. Failure to comply with this requirement will render the proposal incomplete and may cause its rejection. Please fill out the un-shaded sections in the form below. Also, additional sheets may be attached if necessary. "You" or "your" as used herein refers to the vendor's firm and any of its officers, directors, shareholders, parties and principals.

General Vendor Information/Signature Page	
Firm Name	
Firm Address	
Firm Telephone	
Firm Fax Number	
Firm Email	
Type of Firm (Mark an 'X' for the appropriate one)	Individual
	Partnership
	Corporation
	Joint Venture
Firm's Tax Identification Number	
Primary Contact Name	
Primary Contact's Telephone	
Primary Contact's Email	
Are you currently or within the past five (5) years been involved in litigation with any public agency particularly any school district? (Please answer Yes or No)	
If Yes, explain, and provide case name and number:	
Have you ever failed to complete a project in the last three years? (Please answer Yes or No)	
If yes, give owner and details:	

Exhibit 1
General Vendor Information/Signature Page
Page 2 of 2

Vendor's Representations

Vendor understands, agrees, and warrants:

1. That Vendor has carefully read and fully understands the information that was provided by ESUHSD to serve as the basis for submission of this proposal.
2. That Vendor has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. That all information contained in the proposal is true and correct to the best of Vendor's knowledge.
4. That Vendor did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Vendor in regard to the amount, terms, or conditions of this proposal.
5. That Vendor did not receive unauthorized information from: Any ESUHSD staff member or Consultant during the Proposal period except as provided for in the Request for Qualifications package, addenda thereto, or the pre-proposal conference, if applicable.
6. That by submission of this proposal, the Vendor acknowledges that ESUHSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Vendor and Vendor hereby grants ESUHSD permission to make said inquiries, and to provide any and all requested documentation in a timely manner.
7. That funding for any resulting contract is contingent on adequacy and availability.
8. To comply with ESUHSD's insurance provisions, to provide appropriate indemnification for ESUHSD and to hold ESUHSD harmless from Vendor's performance of the contract.
9. Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Vendor's Signature

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

Print Name

Print Title

Signature

Date

Corporate Seal If applicable



EXHIBIT 2 **CERTIFICATE OF NONDISCRIMINATION BY SELLER**

As a supplier of goods or services to the East Side Union High School District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

PRINT OR TYPE FIRM'S NAME

PRINT OR TYPE NAME AND TITLE OF PERSON SIGNING

SIGNATURE

DATE



**EXHIBIT 3
CONFLICT OF INTEREST STATEMENT
East Side Union High School District
(Service Providers)**

[This form must be filled out, signed, dated and submitted by all persons seeking to serve as a consultant to the District]

Board Policy 3600 of the East Side Union High School District provides in part:

“Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend the consultant's employment.”

The Superintendent has determined that all persons seeking to serve as a consultant to the District shall fill out truthfully, sign, date and submit this Conflict of Interest Statement prior to performing any consultant work or services for the District.

I, _____ [NAME OF CONSULTANT], hereby certify the following:

1. I am not an employee of the District.
2. Within the past year I have not been a member of the District Board of Trustees of the District.
3. Neither I nor any member of my immediate family (includes parent, spouse, domestic partner, or child) or member or resident of my household is a member of the District's Citizens Bond Oversight Committee for the District's Measure G, Measure E, Measure I, Measure Tech I and Measure Z bond programs.
4. Within the past year I have not provided or made, and will not provide or make, any promise of any gift¹ of any kind (money, meals, goods, services, entertainment tickets, etc.), in-kind services, commission, or fully or partially expense-paid trips to any District Board Member or District employee whose responsibilities include the selection of District consultants or the evaluation, supervision or oversight of District consultants (a “**Responsible Employee**”), except:

¹ “Gifts” do not include promotional or advertising items such as calendars, desk pads, notebooks and other office items valued less than \$25.00 and which are of the type usually offered by business concerns free of charge to all as part of their public relations programs.



5. I do not employ or retain, and will not employ or retain, any current District **Responsible Employee** as a consultant, independent contractor or employee during the term of my consultancy agreement with the District.

6. I am authorized to make, and do make, this certification on behalf of _____
[CONSULTANT].

The foregoing certifications are true and correct. I make this certification under penalty of perjury under the laws of the State of California.

Signature of Consultant

Signature Date



EXHIBIT 4
NONCOLLUSION DECLARATION
(To Be Executed By Bidder and Submitted With Bid)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached bid; that the attached bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20__ , at _____, California.

Print Name

Print Title

Signature

Date