

RFP-07-24-25



**LABOR RELATIONS AND PROJECT LABOR
AGREEMENT CONSULTING SERVICES**

May 1, 2025

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Labor Relations and Project Labor Agreement Consulting Services RFP-07-24-25

I. INTRODUCTION

California enacted Prop 35 in 2000 and it requires a competitive selection process for hiring Construction Consultants. Accordingly, the Board of Trustees of the East Side Union High School District ("District" and or "ESUHSD") has determined that Construction Consultants, who wish to do business with the District, should submit proposal to participate in this request.

The District was established in 1950 and serves over 24,000 students in grades 9-12 at 12 comprehensive high schools, five alternative education sites, seven child development centers, and six independent charter schools. The District offers a robust career technical education program through its magnet programs, CA Academies, and an ROP JPA. The Adult Education Program serves an additional 8,100 students. The District has the fourth largest high school enrollment in the State and the largest in Northern California.

Located in the City of San Jose, Santa Clara County (Silicon Valley), the District encompasses 180 square miles, which geographically parallels approximately 14 miles of the East Foothills of the Valley. Within the East Side community of San Jose, there are approximately 161,092 households with a population of 574,502 residents. Seven feeder elementary districts send students to ESUHSD. The equitable community of this urban school district prides itself on its ethnic and cultural diversity. It is considered an ideal community because of its appealing climate, geographical location, and proximity to cultural centers and numerous institutions of higher learning.

Proposition 39 Measures G, E, I, I – Ed Tech, Z, and N

In 2002, voters in the ESUHSD approved Bond **Measure G** in the amount of \$298 million for the purpose of modernizing existing school facilities and building new facilities to support the changing needs of K-12 education in the District. A substantial portfolio of projects has been completed under Measure G, with seven active projects to be completed.

In 2008, voters in the ESUHSD approved Bond **Measure E** in the amount of \$349 million for the purpose of continuing the modernization of existing school facilities and building of new facilities to support the changing needs of K-12 education in the District. A substantial portfolio of projects has been completed under Measure E, with 30 active projects to be completed.

In 2012, voters in the ESUHSD approved Bond **Measure I** in the amount of \$120 million for the purpose of continuing the modernization of existing school facilities and building of new facilities to support the changing needs of K-12 education in the District. A substantial portfolio of projects has been completed under Measure I, with 26 active projects to be completed.

In 2014, voters in the ESUHSD approved Bond **Measure I – Ed Tech** in the amount of \$113.2 million for the purpose of improving educational technology equipment projects and supporting systems and software within the District, which includes increasing computer access, upgrading educational software, and keeping pace with 21st century technology innovations while meeting the statewide testing requirements. To date, there are 12 active project categories to be completed.

In 2016, voters in the ESUHSD approved Bond **Measure Z** in the amount of \$510 million for the purpose of continuing the modernization of existing school facilities and building of new facilities to support the changing needs of K-12 education in the District. Measure Z currently has 32 active projects to be completed.

In 2022, voters in the ESUHSD approved Bond **Measure N** in the amount of \$572 million for the purpose of continuing the modernization of existing school facilities and building of new facilities, upgrades to building infrastructure systems, and to improve educational technology equipment projects to support the changing needs of K-12 education in the District. Projects are in the planning phase.

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II. PROJECT BRIEF

The District is seeking competitive proposals from qualified experienced individuals or firms to provide Labor Relations and Project Labor Agreement Consulting Services for the District's Capital Improvement Projects, in accordance with Public Contract Code 20111 and 20112. This Request for Proposal ("RFP") defines the services sought from the various labor relations and project labor agreement consulting firms and generally outlines the project requirements.

III. SCOPE OF SERVICES

In accordance with the Project Brief described above, the District seeks individuals or firms to provide the following services:

1. Assist District in strategy development in working with the Unions.
2. Assist District with the necessary coordination to administer the Project Labor Agreement for the District.
3. Assist District in establishing Joint Labor/Management Relations Program. Attend and participate in meetings with the District to discuss and resolve program implementation related issues.
4. Coordinate and conduct Joint Administrative Committee meetings and Preconstruction Conferences as requested by the District. Additionally, consultant shall promote harmonious labor-management relations and ensure adequate communications on District projects subject to the Project Labor Agreement.
5. Administer Project Labor Agreement for the District.
6. Provide documents such as meeting agendas and meeting minutes, labor relations communications, e-mail communications, and other documents or reports as deemed appropriate by the subconsultant or as requested by the District.
7. Prepare agendas and minutes for related meetings.
8. Prepare annual reports for the District to provide status of labor relations and overall key data.
9. Establish procedures for various phases of the PLA subject to District and legal review and approval including:
 - a. Bid;
 - b. Pre-construction, including contractor orientation and pre-construction conferences; and,
 - c. Construction, including issues investigation, response, and dispute resolution.
10. Provide other consulting services as requested by the District.

IV. TIMELINE/SCHEDULE AND EVALUATION

A. General Schedule

The District anticipates the below general schedule/milestones; however, this is not a schedule-based contract. These dates are approximate and may change due to project phasing and/or financing issues. The selected firm shall provide a schedule that demonstrates achievement of services within these overall time frames, but may modify intermediate dates to fit the proposing firm's methodology.

ACTION ITEM/DESCRIPTION	SCHEDULE
Release of RFP	May 1, 2025
Request for Information Due	May 9, 2025 @ 3:00 PM
Last Day for District to issue any Addenda	May 13, 2025 @ 3:00 PM
PROPOSAL DUE**	May 16, 2025 @ 3:00 PM
Evaluations	Week of May 19, 2025
<i>District Closed – Holiday</i>	<i>May 26, 2025</i>
Anticipated Board Meeting Approval	June 17, 2025

****Oral, telegraphic, facsimile, telephone, or email proposals will not be accepted. Proposals received after this date and time will not be accepted.**

B. Selection Criteria

Responsive proposals will be evaluated under the following factors and score weight:

FACTOR	DESCRIPTION	WEIGHT
Experience	Description of consultant's background and experience in regard to labor relations and the PLA	30
Proposed Team	Resumes of proposed key personnel including three previously completed public education projects with relevant project information	20
Technical Approach	Description of consultant's technical approach and quality control in response to this RFP	20
Price	Proposed professional fees	30
Total		100

Written proposals will undergo a technical screening by District staff from Capital Purchasing, Capital Planning & Development, Business Services, and will be assigned preliminary scores.

V. GENERAL CONDITIONS

A. Submittal Overview

Respondents must submit a proposal in order for the District to consider an evaluation. The District understands that all information submitted for evaluation is official information acquired in confidence. Accordingly, the District will maintain confidentiality to the extent permitted by law. All submitted proposals will become property of the District and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. The District reserves the right to make use of any information or ideas contained in the proposal.

Respondents 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 Respondent may obtain.

The District's review includes an appraisal of the candidates' background, project experience, project successes, and key personnel. If necessary, the District may request a personal interview.

Submission of a completed and signed proposal will be interpreted to mean that the submitter has thereby agreed to all conditions, instructions, descriptions, and specifications contained herein. Vendors shall thoroughly examine and be familiar with the specifications of this RFP. The failure or omission of any vendor to receive or examine any RFP document(s), forms, instruments, addendum, or other document that exist shall in no way relieve any vendor from obligations with respect to this RFP or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section

ESUHSD reserves the right to add or delete related items from the contract at any time during the period of the contract. ESUHSD reserves the right to cancel immediately any awarded contract for any reason determined by ESUHSD to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service. ESUHSD will hold the Respondent in default if they have caused such condition to arise. Failure to comply with any of these requirements will be sufficient cause for the cancellation of the contract.

The District will review the responses, contact references, and complete a weighted scoring matrix for each Respondent.

At its discretion, the District reserves the right to accept or reject any item or group(s) of items of a proposal. The District also reserves the right to waive any minor informality or irregularity in any proposals. Additionally, the District may, for any reason, decide not to award an agreement as a result of this RFP, or to reissue the RFP. The quantities shown are believed to accurate; however, ESUHSD reserves the right to increase or reduce quantities of requested products.

If applicable, Respondents who are submitting a proposal to the District must indicate deviations in a separate specification sheet attached to the proposal.

In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.

The Respondent's completed proposal shall be clear and concise. It shall demonstrate fully

that the Respondent has considerable experience and expertise, in addition to the knowledge of the requirements to consult for the District.

No Respondents may withdraw any proposal for a period of ninety (90) calendar days after the date set for the proposal submittal deadline. A successful respondent shall not be relieved of the proposal submitted without the District's consent, which relief the District may grant or deny in its discretion.

Term of Pricing

The term of the Fixed Pricing Period shall commence upon ESUHSD execution of the contract, tentatively scheduled for **July 1, 2025**. The period of time that prices quoted herein shall remain in effect for a minimum period of 12 months after proposal award. The vendor must provide in writing any price changes 90 days prior to the annual renewal date. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed five (5) years.

In the event that parties involved consent in contracting time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the District. All proposed price increases shall require the submission by the vendor of the national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

Full Opportunity

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority business enterprises shall be afforded full opportunity to submit a response to this RFQ/P and will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in any consideration leading to the award of the contract.

Restrictions on Lobbying and Contracts

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

Cancellation

This RFP does not obligate the District to enter into an agreement. The District retains the right to cancel this RFP at any time, should the project be canceled, District loses the required funding, or it is deemed in the best interest of the District. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any cost incurred in the preparation or submission of a proposal. Any costs incurred by the Respondent for the development of their proposals are the sole responsibility of the Respondent and shall not be chargeable to the District.

Award of Contract

The award, if any, will be to the Respondent vendor(s) whose proposal best complies with all of the requirements of the RFP documents and any addenda. Purchase orders shall be awarded to the Respondent vendor(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 Director of Purchasing to be in the best interests of ESUHSD and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance. The complete contract shall include the purchase order(s) and all amendment thereto, and the terms of this RFP and all attachments and amendments hereto.

General Description of the Proposed Contract

After the evaluation process is completed, the recommendation for award to one or more vendors will go forward to the Superintendent on behalf of the Board of Trustees for approval and then to the full Board of Trustees for Approval on **June 17, 2025**.

The term of the purchase order contracts will be from **July 1, 2025, to June 30, 2028**, with the ability to extend the Contract for two (2) additional one (1) year terms.

The Contract will require the proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations that are in effect at the time the purchase order contract is signed, and that become effective during the term of the contract.

Liquidated Damages

ESUHSD shall hold the successful vendor/s liable and responsible for all damages, which may be sustained because of their failure to comply with any condition herein. If the successful bidder fails to furnish or deliver any materials, supplies, equipment or other services at the price quoted, or at a time and place stated, or otherwise fails to comply with the terms of this RFP in its entirety the order will be canceled and, ESUHSD may purchase the items herein specified elsewhere, without further notice to the successful vendor. Additional cost accrued by ESUHSD through this purchase will be deducted from any unpaid invoices.

Invoicing/Acknowledgments

Invoices for goods delivered against any agreement or order must be itemized and all applicable discounts identified. Invoices must show the Purchase Order number. Invoices must be complete and accurate. All invoices must be verified by an East Side Union High School District representative and signed to be paid.

A. Interpretation of Proposal

Any explanation requested by the Respondent regarding the meaning or interpretation of this RFP must be submitted via PlanetBids.com. Oral explanations or instructions will not be binding. In the interest of fairness and an open process, the District will furnish information concerning this Request for Proposal with an addendum via PlanetBids.com.

All responses to questions/clarifications will be posted to the PlanetBids website. If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent's responsibility to review PlanetBids for any responses and/or addenda.

The District is responsible only for what is expressly stated in this RFP and written addenda thereto. The District 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 RFP and continuing until the date for submission of proposals, communications with District employees pertaining to this RFP is strictly limited. Personnel representing the District will not conduct meetings, conferences or conversations, or exchange written communications with firms and/or individuals who are considering responding to this RFP. A firm whose representatives are found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this RFP.

Errors and Omissions

If a Respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its attachments, they shall immediately notify ESUHSD of such error in writing and request modification or clarification of the document. Modifications will be made via addenda. Clarifications will be posted to the PlanetBids website, without divulging the source of the request.

If a Respondent fails to notify the District, prior to the date fixed for submission of proposals, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall submit proposals at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the error or its later correction.

Exceptions

If a Respondent takes exception to any part of this RFP, including but not limited to specification of the Insurance, Administrative and Legal Requirements as written herein 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.

Force Majeure

"Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the District's control and makes performance of services impractical or impossible. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government.

Termination of Contract

District's Termination of Respondent for Cause: If Respondent fails to perform Respondent's duties to the satisfaction of the District, or if Respondent fails to fulfill in a timely and professional manner Respondent's material obligations under the contract awarded, or if Respondent shall violate any of the material terms or provisions of the awarded contract, the District shall have the right to terminate in whole or in part the awarded contract, effective immediately upon the District giving written notice thereof to the Respondent.

The District shall have the right in its sole discretion to terminate the awarded contract for its own convenience. In the event of a termination for convenience, Respondent may invoice District and District shall pay all undisputed invoice(s) for services performed until the District's notice of termination.

Indemnification

To the furthest extent permitted by California law, Respondent shall indemnify and hold free and harmless the District, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Respondent, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Respondent shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

B. *Reservations*

With respect to this RFP, the District reserves certain rights at any time, as follows:

1. Reject any proposal without indicating any reason for such rejection;
2. Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal, or in the RFP process, or as part of any subsequent contract negotiation;
3. Request that respondents supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
4. Request that respondents make an oral and/or written presentation if more information is deemed necessary;
5. Terminate this RFP and issue a new RFP;
6. Modify the selection process, the specifications or requirements for materials or services, or the content or format of the proposals;
7. Extend a deadline specified in this RFP, including deadlines for accepting proposals;
8. Terminate failed negotiations with a respondent without liability, and negotiate with or none of the respondents;
9. Modify the final contract from terms described in this RFP;
10. Disqualify any respondent on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other information available to the District;
11. Request that services be provided by certain staff of a respondent, or request that certain staff of a respondent be excluded from providing services as determined by the District to be in its best interest;
12. Reject a respondent's proposal where the respondent is in breach of, or in default under, any other agreement with the District;

13. Award multiple contracts if it is deemed necessary to provide the specified services.

14. Costs of preparation of proposals will be borne by the proposer.

VI. INSTRUCTIONS FOR SUBMITTAL OF PROPOSALS AND FORMAT

The purpose of this proposal is to demonstrate individuals or firm's ability to submit competitive proposals to provide Labor Relations and Project Labor Agreement Consulting Services for the District's Capital Improvement Projects. The Vendor's completed proposal shall be clear, concise, and well-organized. Please index and number all pages (tabbed and labeled organization is appreciated).

Proposal must be in 8½ x 11-inch format with font no less than 11-point font size. Proposals shall include boldface headers based on the below Tabs (e.g. the first tab would be entitled "Table of Contents," the second tab would be entitled "Executive Summary," etc.) Each proposal shall not contain more than thirty (30) single-sided pages, and excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, and Comments to the Form of Agreement. Proposals containing more than the authorized number of pages will not be considered.

Any Vendor failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

Vendors must submit the proposal through [PlanetBids.com](https://www.planetbids.com). Vendors seeking clarification of the proposal process should submit their questions in writing via [PlanetBids.com](https://www.planetbids.com).

A completed proposal will include the following:

Cover Letter – Consultants will submit an **Introductory Letter** (one page), addressed to Julio Lucas, Senior Manager of the Bond Program, and include the following: the legal name of the firm, contact person, address, telephone, and website, as well as email addresses of principal contacts.

Table of Contents – A **Table of Contents** (one page) of the material contained in the proposal should follow the Cover Letter.

Executive Summary – The **Executive Summary** should contain an outline of the Vendor's business approach along with a brief summary (3 pages maximum) of the Vendor's proposal to engage in a professional relationship with ESUHSD.

Completed Proposal – Submitter shall include a **Completed Proposal**, attached to this document as **Exhibit A**, **Exhibit B**, and **Exhibit C**, **Exhibit D**, and **Exhibit E**.

Exhibit A – The Completed Proposal should also include the following sections:

1. Experience Narrative
2. Proposed Key Personnel
3. Technical Approach
4. Insurance

Exhibit B – Complete and sign the following attachment:

1. Vendor Information/Signature Page

Exhibit C – Complete and sign the following attachment:

1. List of References

Exhibit D – Complete and sign the following attachment:

1. Conflict of Interest

Exhibit E – Complete and sign the following attachment:

1. Non-Collusion Declaration

EXHIBIT A

Description of Proposal

1. Experience

Provide a narrative of the description of the professional services offered by the Consultant. The narrative should contain the following information below:

- Corporate background and experience to perform the service.
- Be able to provide client references for a minimum of the last three (3) projects of similar size and scope.
- Let us know if your firm has previously been disqualified from working for the District or any other public entity.

Vendors may add supplementary information if such information would assist in the analysis of the Vendor's application.

2. Resumes of Proposed Key Personnel

The District is interested in knowing more about the managerial and supervisory people associated with the Consultant and their backgrounds. Identify key personnel that would be assigned to work on this project. Accordingly, consultant should describe their backgrounds and experiences including a minimum of three previously completed public educational projects. Include the description, scope, and costs of those projects.

3. Technical Approach

Provide a narrative of the technical approach to be used by your firm in response to this RFP. The narrative should contain the following information below:

- The technical and managerial approach to Consultant's partnership with the District. Take into account the District's goals for the project(s) and the general functions required. Consultants may identify additional necessary tasks and discuss these in its proposed method to accomplish the work.

4. Insurance Information

Submitter shall provide a letter from an insurance company confirming that the surety will provide Submitter the minimum coverage(s) and amounts(s) included herein:

Required Insurance:

- a. Comprehensive General Liability, Insurance coverage amount(s) shall be no less than: Comprehensive General Liability - \$1,000,000 for each occurrence - \$2,000,000 general aggregate limit.
- b. Comprehensive Automobile Liability, covering allowed, non-owned, and hired vehicles. Insurance coverage amount(s) shall be no less than: \$1,000,000 each person Bodily Injury - \$1,000,000 each occurrence Bodily Injury - \$1,000,000 each occurrence Property Damage.
- c. Worker's Compensation Insurance, in accordance with the most recently

amended version of the "Workers' Compensation Insurance and Safety Act". Insurance coverage amount(s) shall be that amount established by the State.

- d. Professional Liability ("Errors and Omissions") Insurance covering consultant's activities, in the amount not less than \$1,000,000.00 with an insurance carrier satisfactory to District for the period covered by this Agreement. Immediately upon execution of this Agreement and before commencing any services hereunder, consultant shall furnish to district satisfactory proof that consultant has such insurance. In addition, to the extent that the activities and services of engineers or consultants are not covered under consultant's professional liability insurance, consultant shall cause each engineer and consultant, before the time such engineer or consultant commences any services related to this Agreement, to obtain and maintain a policy of professional liability insurance in an amount of not less than \$500,000.00 with an insurance carrier satisfactory to District.
- e. Other Requirements:
 - i. Consultant shall furnish the District a Certificate of Insurance prior to commencement of work. Upon request by the District, Consultant shall provide a certified copy of any insurance policy to the District within ten (10) working days.
 - ii. The insurance company or companies shall provide signed copies of the specified endorsements for each policy. Consultant shall submit endorsement copies within thirty (30) days of execution of this Agreement. Said endorsement must name ESUHSD, its agents and representatives as additionally insured.
 - iii. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the District

Provide details of consultant's insurance history for previous 5 years:

Agency Name: _____
Contact Name: _____
Phone: _____
Email Address: _____
Carrier: _____
A.M. Best Rating: _____

EXHIBIT B

[Vendor Information/Signature]

Exhibit B
Vendor Information/Signature
Page 1 of 2

Vendor shall furnish the following information. 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. **Failure to comply with this requirement will render the proposal incomplete and may cause its rejection.**

Vendor Information/Signature Page		
Firm's Name		
Address		
Phone Number		
Firm's Email		
Type of Firm (Mark an 'X' for the appropriate one)	Individual	
	Partnership	
	Corporation	
	Joint Venture	
Firm's Tax Identification Number		
Primary Contact's 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 B
Vendor Information/Signature
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 vendors 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 vendors during the Proposal period except as provided for in the Request for Proposal 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 _____

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

EXHIBIT C

[List of References]

Exhibit C
List of References
Page 1 of 2

References – Provide at least three (3) educational client references for which your proposal lead person and project team have performed similar technology equipment services. Include school district names, addresses, contact name(s), phone numbers, and a brief description of services.

Reference #01	
Contact's Name	
Contact's Title	
Contact's Telephone No.	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

Reference #02	
Contact's Name	
Contact's Title	
Contact's Telephone No.	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

Exhibit C
List of References
Page 2 of 2

Reference #03	
Contact's Name	
Contact's Title	
Contact's Telephone No.	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

Reference #04	
Contact's Name	
Contact's Title	
Contact's Telephone No.	
Contact's Email Address	
Organization Name	
Organization Address	
Description of Services	

EXHIBIT D

[Conflict of Interest]



EAST SIDE UNION HIGH SCHOOL DISTRICT

Exhibit D - Conflict of Interest Statement

(This form must be filled out, signed, dated and submitted by all persons seeking to serve as a Provider to the District.)

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

"Independent providers applying for a Provider or public works 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 Provider. The Superintendent or designee shall consider this statement when deciding whether to recommend the Provider's employment."

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

I, _____ hereby certify the following:
(NAME OF PROVIDER'S DESGINEE)

1. I am not an employee of the District and no member of my immediate family¹ is an employee of the District.
2. Within the past 12 months, neither I nor any member of my immediate family¹ has been a member of the Board of Trustees of the District.
3. Neither I nor any member of my immediate family¹ has been a member of the District's Citizens Bond Oversight Committee for the District's Bond Program.
4. Within the past 12 months, neither I nor any member of my immediate family¹ has provided or made, and will not provide or make, any promise of any gift² 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, District employee or District Provider whose responsibilities include the selection of District Providers or the evaluation, supervision or oversight of District Provider (a "Responsible Employee³"), except:

¹ For the purpose of this Conflict of Interest Statement, the term "immediate family" includes and means parents, grandparents, great- grandparents, spouse, domestic partner, children, brothers, sisters, aunts, uncles, nieces, nephews, and similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced, and any member of your household from who you receive any rent or other monetary contribution or assistance.

² "Gifts" do not include promotional or advertising items such as calendars, desk pads, notebooks and other office items valued at 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.

³ Responsible employee includes employees of the District, members of the Board of Trustees, and Providers
Rev. 03.2023



EAST SIDE UNION HIGH SCHOOL DISTRICT
Exhibit D - Conflict of Interest Statement

5. I do not employ or retain, and will not employ or retain, any current District Responsible Employee as a Provider, independent provider or employee during the term of my agreement with the District.
6. I am authorized to make, and do make, this certification on behalf of

(NAME OF ORGANIZATION)

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

PRINTED NAME OF DESIGNEE

PRINTED TITLE

SIGNATURE OF DESIGNEE

SIGNATURE DATE

Rev. 03.2023

EXHIBIT E

[Non-Collusion Declaration]

Exhibit E

NON-COLLUSION DECLARATION (Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing
[Title] [Name of Firm]
bid/proposal.

The bid/proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid/proposal is genuine and not collusive or sham. The bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to put in a false or sham bid/proposal. The bidder/proposer has not directly or indirectly colluded, conspired, connived, or agreed with any bidder/proposer or anyone else to put in a sham bid/proposal, or to refrain from bidding/proposing. The bidder/proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid/proposal price of the bidder/proposer or any other bidder/proposer, or to fix any overhead, profit, or cost element of the bid/proposal price, or of that of any other bidder/proposer. All statements contained in the bid/proposal are true. The bidder/proposer has not, directly or indirectly, submitted its bid/proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham bid/proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder/proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder/proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]
at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder/Proposer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

EXHIBIT F

[Contract Services Agreement]

EAST SIDE UNION HIGH SCHOOL DISTRICT

CONTRACT SERVICES AGREEMENT IRS GUIDELINES

Please complete questionnaire below before completing Contract Services form.

Provider _____

Brief Description of Services _____

Part I	YES	NO
1. Has this category of worker already been classified an "employee" by the IRS? <div style="display: flex; justify-content: space-between; padding: 0 10px;"> <div>Administrator</div> <div>Tutors</div> <div>Nurses</div> </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> <div>Teachers/Instructors</div> <div>Cafeteria Workers</div> <div>Psychologists</div> </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> <div>School Bus Drivers</div> <div>Examination Monitors</div> <div>Specialty Teachers</div> </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> <div>Clerical Staff</div> <div>Proctors</div> <div>Librarians</div> </div> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> <div>Athletic Coaches</div> <div>Individuals "filling in" on an interim basis</div> <div></div> </div>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is this provider working as an employee prescribed by the Education Code? Education Code Section 45100-45451 define what constitutes the classified service. Education Code Sections 44800-45060 define the certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the provider already an employee of the district in another capacity?	<input type="checkbox"/>	<input type="checkbox"/>
4. Has the provider performed substantially the same services for the district as an employee in the past?	<input type="checkbox"/>	<input type="checkbox"/>
5. Are there currently employees of the district doing substantially the same services as will be required of this provider?	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the district have the legal right to control the method of performance by this provider? Consider whether the District will train the provider or give instruction as to when, where, how, and in what order the work will be performed.	<input type="checkbox"/>	<input type="checkbox"/>
7. Does the District require the provider to submit reports on the details of their work or work at a particular site? These factors indicate the District maintains control sufficient for an employer/employee relationship. However, it is not necessary that the District exercise this right, or have the expertise required to do so.	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to any of the above questions is **"YES" --- STOP HERE!!!**

Do not complete the rest of the questions. The provider is a district employee and must be paid and reported accordingly. Call Human Resources for further details.

If all of the above are **"NO"**, continue...

Part II	YES	NO
8. May the Provider designate someone outside of their organization to perform the work without the District's knowledge or approval?	<input type="checkbox"/>	<input type="checkbox"/>
9. Does the District have continuing relationship with the provider beyond this professional service agreement?	<input type="checkbox"/>	<input type="checkbox"/>
10. Can this relationship be terminated without the consent/notice from both parties?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer to the question 8, 9, or 10 is **"YES"**, there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that in conjunction with other factors imply an employment relationship.

11. Does the individual operate an independent trade or business that is available to the general public?	<input type="checkbox"/>	<input type="checkbox"/>
12. Does the provider have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?	<input type="checkbox"/>	<input type="checkbox"/>

If either 11 or 12 are "**NO**", the individual is a district employee **STOP HERE** and process the individual through Human Resources and Payroll.

If 11 and 12 are both "**YES**", continue...

13. Does the individual provide all materials and support services necessary for the performance of this service?	<input type="checkbox"/>	<input type="checkbox"/>
14. Is this individual paid by the job or upon completion and acceptance of the work as a whole or milestones identified in the agreement?	<input type="checkbox"/>	<input type="checkbox"/>
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service? Generally, the individual will pay the cost of any travel and business expenses incurred to perform the work. However, some agreements may be made to provide for payment of airfare, mileage, etc. for Providers.	<input type="checkbox"/>	<input type="checkbox"/>

A "**YES**" on questions 13 through 15 supports the district's conclusion and substantiates a "reasonable basis" for treatment as an Independent Provider and are items that should be written into the agreement. While there are circumstances where the district may pay contractually provided expenses, these should be kept at a minimum to avoid giving the impression of an employment relationship.

By signing below, Provider and Principal/Director attest that they have reviewed District guidelines and certify that the information above is true and correct.

Provider Signature _____ Date _____

Principal/Director _____ Date _____

EAST SIDE UNION HIGH SCHOOL DISTRICT

CONTRACT SERVICES AGREEMENT

TO: BUSINESS SERVICES

FROM: _____ Ext.# _____
SCHOOL/DEPT. CONTACT PERSON

1. **PARTIES:** The East Side Union High School District (ESUHSD), whose address is 830 N. Capitol Avenue, San Jose, CA 95133, and the following named Provider:

Legal Business Name _____

Doing Business As (DBA) _____

Address _____ City _____ ST _____ Zip _____

Telephone _____ Fax No. _____

Email: _____ Federal Tax ID _____

Provider's License # _____ Type _____ Expiration _____

mutually agree and promise as follows and as per terms and conditions

2. **CONTRACT TERM:** Effective Dates: _____ to _____

3. **PROVIDER'S OBLIGATION:** In consideration of the compensation, the Provider shall provide the following services, materials, products, and/or reports. **Attach proposals and other documentation** if available.

4. **COMPENSATION:** In consideration of Provider's provision of services as described above, ESUHSD shall pay Provider upon completion of services, as follows:

Hourly Rate \$ _____ /hour Total hours _____ **Total Fees** \$ _____

Other (i.e. monthly, quarterly, annually): _____

5. **FUNDING SOURCE (COST CENTER/NAME):** _____

FUND XXX	SITE XXX	COST CENTER XXXXX	GOAL XXXX	FUNC XXXX	RESC XXXX	YR X	MGR XXXX	OBJECT XXXX	\$ AMOUNT

6. **APPROVALS:** These signatures attest the parties' agreement hereto:

Provider Signature _____ Title _____

East Side Union High School District:

Principal/Director _____ Date _____

Associate Superintendent _____ Date _____

Purchasing Director _____ Date _____

Board Approved/Ratified _____ Date _____

AGREEMENT TERMS AND CONDITIONS

1. **COMPENSATION:** In consideration of Provider's provision of services as described, and subject to the payment provisions expressed herein, ESUHSD shall pay Provider as agreed, upon Provider's submission of a properly documented demand for payment which shall be submitted not later than 30 days from the end of the month in which the services were rendered, and upon approval of such demand by ESUHSD.
2. **TERMINATION:** This agreement may be terminated by ESUHSD at its sole discretion, upon five-day (5) advance written notice thereof to the Provider, or canceled immediately by written mutual consent.
3. **INDEPENDENT CONTRACTOR STATUS:** This agreement is by and between two independent Providers and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Provider certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ESUHSD. Additionally, as the Provider is not an ESUHSD employee, ESUHSD is not responsible for obtaining workers' compensation insurance coverage for the Provider.
4. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.
5. **INDEMNIFICATION:** Each Party agrees and shall defend, indemnify, save, and hold harmless the Other Party's agents, officers and employees from any and all claims, costs and liability for any damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the Other Party, its agents, servants, employees or subcontractor hereunder, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Provider in the performance of this agreement. Provider will reimburse the ESUHSD for any expenditures, including reasonable attorney's fees, ESUHSD may make by the reason of the matters that are the subject of this indemnification, and if requested by ESUHSD, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the Provider.
6. **INSURANCE:** Provider agrees to have and maintain the policies set forth in Exhibit A entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. Any waiver shall not affect the Provider's liability to ESUHSD under the indemnification provision. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
7. **NON-DISCRIMINATION/AFFIRMATIVE ACTION:** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, age, ancestry, physical handicap, religion, or sex of such person or any other basis protected by law.
8. **LICENSE AND AUTHORITY:** The Provider warrants that he/she/it will maintain all necessary licenses, registrations, and certifications during the term of this agreement, and that, if other than a natural person, it is duly authorized to enter into this agreement by its governing or controlling body. Provider shall provide evidence or copies of all necessary licenses, registrations and certifications upon ESUHSD's request.
9. **EQUIPMENT AND FACILITIES:** The Provider will provide all necessary equipment and facilities to render his/her/its services pursuant to this agreement, unless the parties to this agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.
10. **EXPENSES:** The Provider shall be responsible for all costs and expenses incident to the performance of services for ESUHSD, including but not limited to: all costs of equipment provided by the Provider, all fees, fines, licenses, bonds, or taxes required of or imposed against the Provider, and all other of the Provider's costs of doing business. ESUHSD shall not be responsible for any expenses incurred by the Provider in performing services for ESUHSD except as provided by the agreement.
11. **TAX REPORTING/PAYMENT RESPONSIBILITIES:** ESUHSD shall provide an annual statement of compensation paid on the appropriate federal and/or state information forms. The Provider is responsible for payment of any federal and/or state tax amounts due.
12. **ASSIGNMENT:** Without the written consent of ESUHSD, this agreement is not assignable by the Provider, either in whole or in part.
13. **GOVERNING LAW AND LABOR CODE:** The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of California. The Provider shall be subject to and shall comply with all Federal, State, and Local laws and regulations applicable with respect to its performance under this agreement, including but not limited to, licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination. Provider shall comply with the applicable provisions of the Labor Code, Section 1720-1861, State of California, especially in regards to prevailing wages, copies of which are available at the District Office.
14. **AMBIGUITY:** The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
15. **FINGERPRINTING AND CRIMINAL RECORDS CHECK:** Provider shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Provider shall not permit any employees to have any contact with District pupils until such time as Provider has verified in writing to the governing board of the East Side Union High School District that such employee has not been convicted of a felony as defined in Education Code Section 45125.1. Provider's responsibility shall extend to all employees, subcontractor, and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent Providers of the Provider. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or participation in the project and prior to permitting contact with pupils.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.